



CRAYOLA LLC
Agreement for Service Terms & Conditions
creatED Professional Learning Program

APPROVED BY HAMILTON SCHOOL BOARD

ON

5/14/19
Rex L. Mitchell
SUPERINTENDENT

This **SERVICE AGREEMENT** ("Agreement") is made on April 9, 2019 (the "Effective Date") by and between Crayola LLC ("Crayola"), located at 1100 Church Lane, Easton, Pennsylvania, 18044, and School District of Hamilton County ("Client"), located at 5683 Highway 129 South - Suite 1 Jasper, FL 32052, in consideration of the mutual covenants in the Agreement, the parties hereby agree to the following terms and conditions. The terms of this Agreement supersede the terms of any Purchase Order released related to the materials and services hereunder ("Services").

1. **Purpose:** Crayola agrees to provide creatED Educational Program Services ("Services") to Client as more specifically set forth in the Statement of Work ("SOW") attached hereto as an Exhibit and incorporated herein. The parties may execute multiple SOW's which, upon referencing this Agreement, shall each incorporate the terms hereunder. All Exhibits are or will become a part of this Agreement for all purposes.
2. **Term:** The Term of this Agreement shall commence on the Effective Date and continue until terminated by either party upon fifteen (15) days' notice to the other party. In the event of termination of this Agreement or any SOW, Client shall pay Crayola for all work done pursuant to any SOW up to the point of termination, including but not limited to development, customization, printing, shipping, handling, and preparation fees. All requests for changes and/or substitutions to any services defined in an SOW must be communicated to Crayola in writing more than thirty (30) days prior to the scheduled date of service, unless otherwise agreed between the parties.
3. **Payment Terms:** The total amount of fees for Services to be paid to Crayola by Client under this Agreement shall be set forth in each individual SOW. Client shall pay each invoice within thirty (30) days after the date of receipt. Client shall also reimburse Crayola within 30 days of the submission of appropriate documentation for all travel related expenses associated with the SOW.
4. **Notices/Contact Information:** Notices and invoices for this Agreement shall be directed to:

Crayola LLC Attn: Kristen Christman 1100 Church Lane Easton, Pennsylvania, 18044-0431 kchristman@crayola.com Phone: 610.253.6272	Client: School District of Hamilton County Attn: Phyllis Porter, Federal Programs Director Address: 5683 Highway 129 South - Suite 1 Jasper, FL 32052 Email: phyllis.porter@hamiltonfl.com Phone: (386) 792-7800
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5. **Indemnification:** Client agrees fully to defend, indemnify and save harmless Crayola, its affiliates and subsidiaries, and their respective officers, directors, employees, and agents, from and against all claims, proceedings, lawsuits and actions, and all expenses incidental to the defense of any such claims or actions, based upon or arising out of (i) damages or injuries to persons or property or violation of any right of a third party (including but not limited to infringement of intellectual property), caused by any act or omission of Client, or its agents, servants, or employees including, without limitation, injury or damage claims asserted against Crayola by employees of Client in connection with the performance of this Agreement, or (ii) Client's breach of any of the provisions of this Agreement.
6. **Proprietary Information:** Except as may be expressly permitted by Crayola's prior written authorization, Client shall not at any time use, disclose, reproduce, duplicate, or distribute Crayola's confidential or proprietary information, including the creatED Educational Program content and Creative Teaching Tools and Resources. Crayola developed materials, methodologies, models, programs, designs, exercises, tools, procedures, and translations, whether in written or electronic form, are the property of Crayola LLC, and are subject to the rights

of copyright and/or trademark. Client will take reasonable steps to protect Crayola's proprietary information.

7. **Intellectual Property.** Any and all of the trademarks, trade names, trade dress, patents, copyrights and other intellectual property rights used in connection with the Services under the Agreement, are and will at all times remain the exclusive property of Crayola. No part of the Services performed shall be considered a work for hire. Crayola owns the creatED program and online platforms, and Client shall provide all requisite copyright releases for Crayola's use of content provided and/or uploaded by Client.
8. **Non-assignability:** This Agreement shall not be assigned by Client without the prior written consent of Crayola. Any attempted assignment without Crayola's written consent shall be null and void.
9. **Taxes, Licenses, Fees, Etc.:** The performance by Crayola of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency relationship between Crayola and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between Crayola and Client. Crayola will be solely responsible for payment of its employee compensation and benefits, including employment taxes, Workers' compensation, unemployment insurance and any similar taxes or assessments arising out of or associated with respect to all individuals utilized by Crayola in its performance of this Agreement. No provisions of this Agreement grants either party any express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner.
10. **General:**
 - A. It is expressly understood and agreed that this Agreement contains all of the agreements and understandings between the parties hereto and that there are no oral, collateral or other agreements which are not herein set forth or incorporated by Amendment.
 - B. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to that body of law controlling conflicts of law.
 - C. For any legal action brought to enforce this Agreement or due to a dispute hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs, and expenses.
 - D. All modifications to the terms of this Agreement must be in a written Amendment signed by both parties.
 - E. The remedies in this Agreement are intended to be cumulative. In addition to any specific remedy, each party reserves any and all other remedies that may be available at law or equity.
 - F. All provisions of this Agreement that call for or contemplate performance or enforcement after the expiration or termination of this Agreement (including but not limited to the provisions of Section 5, 6, 7, and 10) shall survive such expiration or termination for any reason.
 - G. Crayola and Client shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If this contract is necessary to the performance of any federal government contract, then 29 CFR Part 471, Appendix A to Subpart A is incorporated by reference, as if fully set forth herein.

IN WITNESS WHEREOF, Crayola and Client each acknowledge that it has had the opportunity to review this Agreement, to be signed and delivered by its duly authorized representative, with its legal counsel.

Crayola LLC

By: Kristen Christman
Name: Kristen Christman
Title: Implementation Manager
Date: April 9, 2019

Client

By: Phyllis R. Porter
Name: Phyllis R. Porter
Title: Coordinator of Federal Programs
Date: 4/24/19

EXHIBIT A

CRAYOLA LLC - creatED Professional Learning STATEMENT OF WORK (SOW)

creatED Professional Learning Account: School District of Hamilton County, Acct #: 10012573

LOCATION: 5683 Highway 129 South - Suite 1 Jasper, FL 32052 **SCHOOL YEAR:** 2019-2020

School Catalog Discount: 20(%)

SCOPE OF SERVICES:

Timeline	Service	Details	Fees
June 26-27, 2019 OR June 27-28, 2019	Day 1 STEAM , course II: Solving Real World Problems with Innovation	1 Day of Onsite training for 30 staff facilitated by Crayola Trainer: STEAM II (4 units)	\$150 per person @ 30 ppl
	Training Materials	STEAM, course II Reflection Journal; Specialty self-expression materials.	\$50 per person @ 30 ppl
	Day 2 Multiliteracies, course I: Convey Meaning	1 Day of Onsite training for 30 staff facilitated by Crayola trainer: Multiliteracies I (4 units)	\$150 per person @ 30 ppl
	Training Materials	Multiliteracies, course I Reflection Journal; Crayola specialty self-expression materials	\$50 per person @ 30 ppl
July 29, 2019	Crayola to provide Participant Evaluation Report		
30-45 days post onsite training	Remote Consultation 1:2	Topic TBD	
90-120 days post onsite training	Remote Consultation 2:2	Topic TBD	

This **STATEMENT OF WORK** ("SOW") is made on April 9, 2019, between Crayola and the parties, which hereby agree to the above terms and conditions. The terms of this SOW supersede and/or supplement the Agreement and the terms of any Purchase Order released related to the Services hereunder.

This SOW is hereby incorporated into the Agreement as Exhibit A, and the Parties hereby agree to be bound to the terms of this SOW.

Crayola LLC

By: Kristen Christman
Name: Kristen Christman
Title: Implementation Manager
Date: April 9, 2019

Client

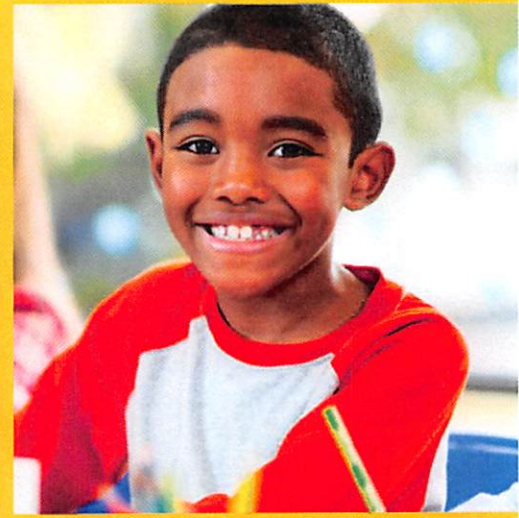
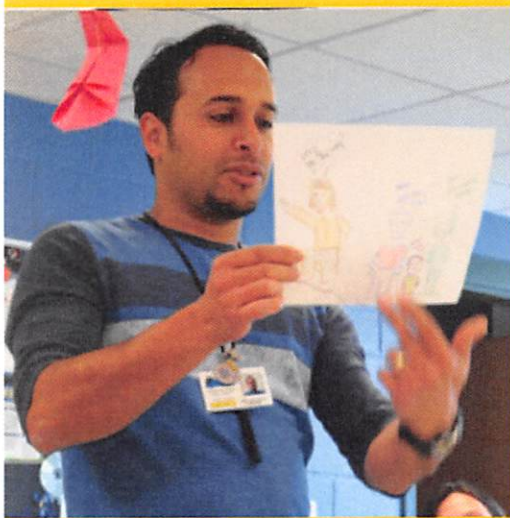
By: Phyllis R. Porter
Name: Phyllis R. Porter
Title: Coordinator - Federal Programs
Date: 4/24/19



Hamilton County Schools & Crayola Education

Professional Learning Proposal

Submitted by Wanda Gray,
Education Engagement Manager
March 29, 2019



Offering a Transformative Professional Learning Program

The Crayola Education Division looks forward to continuing its partnership with Hamilton County School District, building their creative capacity through a second course series of professional learning sessions, implementation guidance, and classroom application projects.

The creatED courses that have been selected will help teacher leaders within your district explore the power of flexible thinking as cross-curricular innovation strategies as well as discover the parallels between visual, written, and mathematical literacies.

In a collaborative effort, based on your district's goals, Crayola will work with this cohort of teachers to deepen the embedment of innovative teaching practices. This comprehensive professional learning program includes a blend of face-to-face and virtual/remote experiences as well as customized consultancy support.

Who should participate in creatED?

- Teacher leaders and administrators
- Arts specialists
- K–8 principals and instructional coaches
- Professional learning district staff/training & development specialists
- Curriculum & instruction teams including literacy specialists and grade level representatives

To continue to embed the creatED approach and protocols, your Creative Leadership Team can choose to redeliver the courses and coach colleagues. To support that embedment, consider what materials your teachers may need:

- creatED Reflection Journals for faculty at all participating schools
- Crayola innovative art supplies and classroom kits for teachers and students
- Additional coaching support for teacher leaders and administrators

What will this 2-day course series look like for Hamilton County Schools?

creatED professional learning courses would be delivered by a Crayola Innovative Teaching and Learning Manager or Crayola Faculty for school year 2019/20 to develop art integrated strategies and strengthen teachers' ability to make cross-curricular connections across grade levels and content areas school-wide.

1. **Onsite training for Day 1** will focus on *STEAM, course II: Solving Real-World Problems with Innovation*. Participants will address real-world challenges using a unique creatED protocol for problem finding and solving challenges. Participants will explore the power of flexible thinking as cross-curricular innovation strategies, and assess solutions by creating and pitching prototypes to colleagues.
2. **Onsite training for Day 2** will focus on *Multiliteracies, course I: Convey Meaning*. Participants will explore the parallels between visual, written, and mathematical literacies using standards crosswalks, an intentional writing framework, and seeking insights from art with a unique creatED protocol.
3. **(2) 1-hr remote consultations**. Two remote consultancies are provided to more deeply embed the PD within the learning community and implement the teaching approach.
4. **School Leader Guidance** for administrators supports the multi-year journey for school-wide embedment.



5. **Customized Online Professional Learning Platform (creatED.Crayola.com).** Every teacher in your district will have access to the creatED Online Professional Learning Community and benefit from the global network connections of like-minded subject-matter experts. Within our Learning Management System, PD participants will have access to the resources from the two training courses that can support their coaching and redelivery efforts to colleagues, as well as support in bringing these experiences to life in the classroom.

What will success look like for Hamilton County Schools?

School Climate & Culture will show increased:

1. Collaboration between faculty members. Strengthening the role of teacher leaders as coaches who help to build the creative capacity within themselves and colleagues.
2. Evidence of students creating, presenting, responding and connecting as observed in student-centered learning environments.
3. Use of Coaching Protocols: Intentional Listening, SEEK®, OASIS® and CREATE™ that influence faculty and student interactions.

Instructional Practices will show increased:

1. Understanding of creativity and increased use of creative teaching strategies with emphasis on transdisciplinary project-based learning.
2. Use of visuals and decoding protocols as teaching strategies to prompt student observation, citing evidence, inference, and inquiry.
3. Use of student artifacts as formative assessment including: student created visuals, sketches, projects, writing, and manipulatives/pictorial representation of math concepts.
4. Student-led inquiry and decision-making as teaching strategies.
5. Student-led discussions and hands-on visualization.

Student learning will address needs of diverse learners (including ELLs). Students will...

1. Create artifacts that document growth in their language arts, art, and math understanding.
2. Develop core content knowledge and 21st Century skills through the application of key art integrated strategies that make thinking visible and transfer concepts from abstract to concrete.
3. Document the project planning process: Gearing Up, Preparation, Collaboration, Implementation, and Reflection for their original ideas and group work.
4. Present ideas and communicate their thinking orally, visually and in writing.
5. Use the creatED Coaching protocols to increase collaboration and inquiry skills, and assess their work processes and outcomes.

Crayola Professional Learning Sessions

Day 1: STEAM, course II: Solving Real-World Problems with Innovation

Units:

1. IDENTIFY Real-World Challenges and Problem Finding Strategies
2. DEFINE Innovative Ways to Create Solutions
3. EXPLORE Prototypes and Rapid Revision Techniques to Improve Solutions
4. ASSESS Solutions and Communicate Prototypes' Benefits

Objectives:

1. Use a problem-finding protocol to address real-world challenges. Use STEAM cross-curricular standards and crosscutting concepts to find and solve problems.
2. Participants create entrepreneurial start-ups based on what fascinates them. Identify mission and team members' roles. Explore problems through the lenses of scientists, technology experts, engineers, artists, mathematicians, and project managers. Use a unique Project Management Framework to guide the team's work.
3. Explore the power of constraints and flexible thinking as problem solving strategies. Align studio habits with mathematical habits and the engineering iterative processes.
4. Explore biomimicry for nature-inspired solutions. Respond to Challenge prompts.
5. Create prototypes. Explore options. Design and refine artifacts. Use rapid revision protocol to improve prototypes.
6. Perfect and pitch prototypes. Prepare the pitch. Convince others to invest in your team's innovation. Examine the collective impact of collaboration.

Course Materials:

1. Solving Real-World Problems with Innovation Reflection Journal, course II
 - Resource designed to immerse educators in the collaborative processes of being scientists, technology experts, engineers, artists, mathematicians and project managers to design innovative solutions to real-world problems. Participants discover why problem finding is as important as problem solving and ways to teach this skill. The journal guides teams to be entrepreneurial as they address challenges and pitch their prototypes.
 - Classroom Application Project Idea Starters bring each PD unit to life in classrooms with cross curricular, project-based learning ideas for grades K-8.
 - The creatED project planning template features: Gearing Up, Preparation, Collaboration, Implementation and Reflection.
 - Authentic assessment support with sample rubrics enable teachers to use student artifacts to document learning.
2. Creative Teaching materials: participants will receive supplies that colorfully inspire self-expression.

Day 2: Multiliteracies, course I: Convey Meaning

Units:

1. Literacy Draws Upon Art
2. Reading Art Enriches Writing
3. Making Stories Visible
4. Math as a Visible Language

Objectives:

1. Explore parallels between written and visual literacy. Review the crosswalk between Art Standards and Language Arts Standards; Use the Art Elements and Principles of Design to decode illustrations; use author and illustrator crosswalk to see parallels in how they use symbol systems to convey meaning; decode visual insights and extend stories.
2. Use SEEK™ to dive deeply into the insights from book illustrations and children's artwork to extract meaning. Consider the artist's intent and cite evidence-based insights. Use images as springboards for various types of writing. Use the Intentional Writing Framework to explore: intent, intended audience, voice, and genre.
3. Explore neuroscience research on visualization, handwriting, and visual stimulation. Experience the power of making thinking visible in multiple teaching and learning scenarios.
4. Explore the parallels between math and visual art. Review crosswalk between Art Standards and Math Standards. Explore parallels between NCTMs' math habits and artistic habits. Find parallels between math verbs and art verbs. Decode art from math insights and create mathematical manipulatives that deepen math content understanding.

Course Materials:

1. Multiliteracies Reflection Journal, course I
 - Resource designed to promote reflective thinking on multiliteracies with essential questions and reflective prompts. Cites rationale from NCTM, NCTE, ILA, NAEA and ISTE.
 - Classroom Application Project Idea Starters bring each PD unit to life in classrooms with cross curricular, project-based learning ideas for grades K-8.
 - Planning templates help teachers plan units using a framework for: Gearing Up, Preparation, Collaboration, Implementation and Reflection.
 - Authentic assessment support with sample rubrics that enable teachers to use student artifacts to document learning.
 2. Creative Teaching materials (participants will receive supplies that colorfully inspire self-expression).
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Scope & Fees for School Year 2019/2020

Timeline	Service	Details	Fees	Year-long access to customized created® Learning Management System
Summer 2019	Day 1 STEAM , course II: Solving Real World Problems with Innovation	1 Day of Onsite training for 30 staff facilitated by Crayola Trainer: STEAM II (4 units)	\$150 per person @ 30 ppl	
	Training Materials	STEAM, course II Reflection Journal; Specialty self-expression materials.	\$50 per person @ 30 ppl	
	Day 2 Multiliteracies, course I: Convey Meaning	1 Day of Onsite training for 30 staff facilitated by Crayola trainer: Multiliteracies I (4 units)	\$150 per person @ 30 ppl	
	Training Materials	Multiliteracies, course I Reflection Journal; Crayola specialty self-expression materials	\$50 per person @ 30 ppl	
4 weeks post onsite training	Crayola to provide Participant Evaluation Report			
30-45 days post onsite training	Remote Consultation 1:2	Topic TBD		
90-120 days post onsite training	Remote Consultation 2:2	Topic TBD		

Total Fees: \$12,000.00 for 30 participants Day 1 (STEAM, course II) and Day 2 (Multiliteracies, course I)

Notes to consider:

- **Schedule:** The training schedule will be set based on the district's needs and once established, communicated to participants and administrators.
- **Redelivery Materials (purchased separately):** Training materials are recommended to redeliver training to full school staff.
 - **Select Crayola products** can be purchased at a **20% discount** and includes **free shipping**
 - **Course-specific Redelivery Kit (includes course supplies and Reflection Journal):** \$50 per kit (20% discount not applicable)
 - **Course-specific Reflection Journal:** \$19.99 each (20% discount not applicable)

Work with your Crayola Manager to determine what redelivery materials are needed.

For questions and further discussion please contact:

Name Wanda Gray
Crayola LLC
Title Education Manager
Email wgray@crayola.com
Cell 484-241-7420

School Commitment

Name: Phyllis Porter
Title: Federal Programs Director
School District: Hamilton Co Schools FL

Date: 4/24/19
Signature: *Phyllis Porter*

Crayola Approval

Name:
Title:

Date:
Signature: