

Statement of Work



SOW for Agreement to Perform Consulting Services to Ravenswood City School District

Date	Services Performed By:	Services Performed For:
October 25, 2019	New Teacher Center 1205 Pacific Ave., Suite 301 Santa Cruz, CA 95060	Ravenswood City School District 2120 Euclid Avenue East Palo Alto, CA 94303

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between Ravenswood City School District (“Client”) and New Teacher Center (“Contractor”), effective October 25, 2019 (the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

Period of Performance

The Services shall commence on January 1, 2020, and shall continue through June 30, 2020.

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

Program Planning, Development and Implementation and Support for Teacher Induction

This scope of work includes 23 day(s) of Consultation, Contextualization and/or In-field Coaching Visits. NTC staff will collaborate with program leadership to define goals and deliverables. NTC and the program lead will work together to schedule the virtual activities that may include: developing and monitoring program goals, engaging in in-field coaching sessions with program leaders to support the development of mentors/coaches, and consulting with the program leader around the overall implementation and sustainability of the program.

Instructional Coach Forums

NTC staff will deliver 5 3-hour Instructional Coach Forums in consultation with the Program Leader. Forums are a professional learning community for the mentors/coaches.

Deliverable Materials

Unless otherwise stated, professional development days run from 8:30am-3:30pm. Due to the content that will be covered during the professional development and the desire to promote a community of learning for all participants, we suggest that lunch and any additional meals be served on site.

A master copy of the participant packets and supplementary handouts will be sent one week prior to this event to client name to duplicate for each participant. Additionally, a list of materials that we require supplied for the workshop is included in the Professional Development Materials Addendum. NTC will provide those items not listed.

Fee Schedule

Item	Units	Rate	Total
Program Planning, Development & Implementation	23	\$2,200	\$50,600
Instructional Coach Forums	5	\$3,500	\$17,500
Total			\$68,100

Invoice Procedures

NTC reserves the right to invoice upon completion of service delivery and upon client's receipt of products and materials. NTC requests prompt payment on receipt of invoice. If applicable, Sales Tax will be included on the Invoice unless the Tax Exemption Certificate is sent to NTC. If applicable, Shipping & Handling charges will be invoiced as per Fee Schedule in NTC Product Order Form.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided with 10 business days advance written notice to the other party.
- In the event the Client cancels or reschedules an onsite session within 10 working days of the agreed upon start date of said session, NTC reserves the right to invoice the Client a 20% fee for rescheduling, a 50% fee for cancellation, and the full cost of any non-refundable travel expenses that NTC has incurred.

Addendum: Professional Development Materials List

Please provide the following materials, supplies, and equipment for each session.

- ✓ Audio-visual equipment
 - LCD projector and screen, if available digital document projector (Elmo)
 - Speakers to connect to computer
 - Microphone for large room and/or large group
- ✓ One chart easel and one chart pad
- ✓ Participant name tags coded, first name in large print
- ✓ Table signs/tents that correspond to group designations
- ✓ Sign-in table with sign-in list and name tags
- ✓ Individual table materials (in a basket or tray):
 - Three 3" X 3" post-its
 - One 1 1/2" X 2" post-its
 - One set of colored marking pens including blue, black, red and green
 - One highlighter per two people
 - Pens and pencils
- ✓ Duplication of participant materials as designated in agreement
- ✓ Room arrangement:
 - Round tables arranged in crescent formation or rectangle tables arranged in chevron formation
 - Six participants per table
 - One table, against the wall at the front of the room, for presenters' materials
 - One table near the front, off to the side, for presenters to sit

Addendum: Materials Use Terms

Introduction

NTC mentoring and professional development methodologies and materials, and NTC's logos and other trademarks, are proprietary to NTC. NTC licenses them to clients in connection with ongoing work with such clients in developing and implementing induction and other programs. As such, clients' use of such materials and marks is limited and targeted to such programs and activities as set out below.

A client may:

- use, copy, and distribute participant packets as needed to employees for internal professional development
- modify NTC materials to re-sequence content or abbreviate curriculum as appropriate
- incorporate selected items within locally designed professional development curricular materials, so long as such materials meet the scope of this agreement and provide attribution to NTC in the form specified by NTC or otherwise provide prominent attribution to NTC
- use the NTC trademark, in the form provided, on client website and in internal program materials so long as use is clear and legible

A client may not:

- transfer its license to use, copy and distribute NTC materials
- use or disseminate (online or in print) NTC materials for any purpose other than professional development for client employees
- independently present the materials in a module, academy, workshop or similar training environment beyond the scope of work or for commercial purposes
- open up workshops to or use NTC materials in professional development sessions outside the client or otherwise provide copies to anyone outside
- make any derivative works of or otherwise modify NTC materials except as specially described previously
- obscure or remove any copyright, trademark, or other proprietary-rights notices on NTC materials
- share any tool, content, or other material from the Learning Zone with other persons in any format
- upload, embed, post, transmit or otherwise make available any material that infringes any intellectual property rights, violates any laws relating to student data and privacy, or take any other action inconsistent with NTC's online terms of use.

This is a summary of the agreements relating to ownership and use of NTC materials. The complete statement of those agreements is contained in the service agreement and in the terms of the websites through which clients and their employees access materials. The agreement with NTC requires client staff to follow these terms when using NTC mark and materials; non-compliance may result in loss of use rights.