



NEW TEACHER CENTER SERVICES AGREEMENT

This is a Services Agreement ("Agreement") dated as of November 12, 2019 ("Effective Date") between New Teacher Center ("NTC"), a California nonprofit corporation, and Ravenswood City School District ("Client"), located at 2120 Euclid Avenue East Palo Alto, CA 94303.

Background

NTC is a national nonprofit organization dedicated to improving student learning by accelerating the effectiveness of new teachers, experienced teachers, and school leaders. NTC works with school districts, state policymakers, and educators across the country to develop and implement teacher induction, instructional coaching, school leadership, and other programs aligned with district goals. The proprietary methodologies and materials used and shared by NTC in working with its clients reflect years of research and development. Client wishes to obtain services and materials from NTC on the basis set out in this Agreement.

1. Services and Fees

1.1 Services

NTC shall provide Client with the Services as identified in Exhibit A ("Statement of Work").

1.2 Service Additions and Modifications

Service additions under \$10,000 require a revised purchase order from the Client. Service additions of \$10,000 or more require a signed change order. Service modifications not increasing the total payments to NTC require emailed or faxed confirmation from the client for Services under \$10,000; a revised purchase order for Services between \$10,000 and \$24,999; and a signed change order for Services \$25,000 or greater. Any additional or modified Services agreed to by the parties will be governed by the terms of this Agreement. Client is solely responsible for ensuring compliance with any procurement requirements that differ from those stated above, and Client shall not be excused from paying NTC for Services if Client fails to timely communicate its requirements to NTC.

1.3 Fees and Payment

Client shall pay to NTC the fees set forth in Exhibit A. Such fees may not include taxes, duties, or the cost of additional insurance coverage or waivers NTC purchases to comply with Client's insurance requirements. Client is responsible for any taxes, duties, and the cost of additional insurance coverage or waivers.

Payment is due for each invoice on receipt. Client may pay up to \$5,000 in respect of an invoice by credit card; client must pay the balance of the invoice by check, wire, electronic funds transfer (EFT) or other electronic means. If applicable, sales tax will be included on the Invoice unless a Tax Exemption Certificate is sent to NTC.

1.4 Term

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for the period specified in Exhibit A, unless earlier terminated in accordance with the terms and conditions of this Agreement. Thereafter, the parties may mutually agree in writing to renew this Agreement for additional terms as agreed upon by both parties.

2. Ownership

2.1 Materials

All content, visual interfaces, information, data, graphics, designs, compilations, products, software, records, reports, documents, booklets, guides, modules, training modules, resource and instructional guides, know-how and such other writings, recordings and all other elements provided by NTC, regardless of form (i.e., whether video, paper, electronic or otherwise), and whether tangible or intangible, whether previously established by NTC or created or produced for the first time by NTC in the performance of its obligations pursuant to this Agreement ("Materials"), are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. NTC retains and shall own all right, title and interest in and to all Materials. If at any time Client acquires any rights, title or interest in the intellectual property rights relating to the Materials or NTC Marks (defined below), Client (i) irrevocably assigns to NTC all rights, title, and interest worldwide in such intellectual property rights; (ii) grants to NTC an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in intellectual property that cannot be assigned to NTC, and (iii) waives enforcement against NTC of any rights in the intellectual property that cannot be assigned or licensed to NTC. Client will execute such documents, render such assistance, and take such other action as NTC may reasonably request, at NTC's expense, to apply for, register, perfect, confirm and protect NTC's rights to all intellectual property rights relating to the Materials and NTC Marks.

2.2 Other Organizations

Client acknowledges that NTC provides services in other locations throughout the country, and that such services are similar to the services NTC will provide pursuant to this Agreement; and, further, that such services NTC provides elsewhere result in the preparation of materials that may be similar to those Materials provided pursuant to this Agreement.

2.3 License Grant for Training Contracts

Client acknowledges that the Services and Materials provided under this Agreement are proprietary to NTC, its subsidiaries, and/or its affiliates and that no Materials shall be deemed a work for hire. NTC hereby grants to Client a non-transferable, non-exclusive license to use, copy and distribute Materials to its employees only and only for Client's internal training purposes during the term of this Agreement. For clarity, Client shall not and shall ensure that its employees shall not (i) independently present the Materials in a module, academy, workshop or similar training environment without attribution to NTC; (ii) use the Materials for commercial purposes; or (iii) act in respect of Materials in a manner inconsistent with any use terms set out in Exhibit A or in the terms of use for websites through which NTC may make Materials available. If NTC reasonably objects to any proposed or actual use of NTC-branded Materials by Client, Client will remove any and all NTC marks and references to NTC from the Materials within ten (10) days after receipt of written notice from NTC. Other than as expressly set forth in this Agreement, no license or other rights in such intellectual property are granted to Client. Client shall not obscure or remove any copyright, trademark or other proprietary-rights notices and shall reproduce all such notices on any copies of Materials.

2.4 Trademarks

The Services or Materials may include NTC's trademarks, trade names, logos and other proprietary notices (the "NTC Marks"). NTC hereby grants to Client a limited, non-exclusive, non-transferable license, with no right to sublicense, to display NTC Marks on Client's websites or NTC Materials. Any display of the NTC Marks is subject to NTC's trademark usage guidelines, as may be provided by NTC in writing to Client from time to time. Client shall remove NTC Marks (including NTC's name) from any materials created by Client upon NTC's request. Any goodwill generated through use of the NTC Marks is owned by and will inure to the benefit of NTC. NTC may use Client's name in connection with NTC's general marketing materials.

3. Confidential Information

3.1 Non-Disclosure of Confidential Information

Neither NTC nor Client shall disclose to any third party any confidential or proprietary information, including without limitation personally identifiable employee and student data, financial data and mailing lists, product plans and strategies, technical data and research, know-how, and customer and related information which the disclosing party marks as confidential or which should reasonably be considered as confidential ("Confidential Information"), for any purpose other than performance of the Services or as otherwise described in this Agreement, without first having obtained the prior written consent of the other party. Both parties shall take reasonable measures to protect the confidentiality of Confidential Information and to avoid the unauthorized use and disclosure of the Confidential Information of the other party. For clarity, Client's name and general information about the scope of Services provided hereunder are not considered Confidential Information.

3.2 Exceptions

Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving party (without improper conduct or breach of an obligation) prior to disclosure to the receiving party by the disclosing party, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; (v) it has been independently developed by a party without access to the Confidential Information of the other party or (vi) it is in an anonymized and/or aggregate form and could not reasonably be used to identify an individual.

4. Data Usage and Disclosure

4.1 Data Usage and Disclosure

Client grants NTC a perpetual, irrevocable, world-wide, non-exclusive, sub-licensable, royalty-free, fully paid up, transferable license to reproduce, create derivative works of, and otherwise use, modify, and exploit information and data collected by NTC as part of providing the Services to Client ("NTC Data") for the purposes of facilitating, providing, improving, and evaluating any aspect of any programs or services NTC provides, without compensation to Client. Under this license, NTC is permitted to disclose NTC Data to any services providers and vendors as necessary for NTC to provide its programs and services. This license also grants NTC the right to use and disclose for any purpose, including for the purposes of promoting NTC and its services and permitting third-party researchers access, (i) any NTC Data that is itself non-personally identifiable and/or aggregate, and (ii) non-personally identifiable and/or aggregate information that is derived from NTC Data (collectively "Anonymized and Aggregate NTC Data"). This license will continue even after termination of this Agreement.

4.2 Reports and Communications

NTC is permitted to analyze NTC Data and generate and distribute reports and materials to Client containing NTC Data collected as part of providing the Services to Client. To meet regulatory, grant, and other business obligations, NTC also has the right to analyze NTC Data and generate and distribute reports and other materials containing Anonymized and Aggregate NTC Data intended to help communicate the effectiveness of the programs and services NTC provides. NTC may identify Client as NTC's client in such reports and other internal or external materials and communications, including on NTC's website. Subject to applicable law, and in line with its charitable and educational mission, NTC may also disclose or otherwise permit access to Anonymized and Aggregate NTC Data to external academic and other researchers to review and to publish reports, articles, or other materials (collectively, "Reports") reflecting such review.

5. Disclaimers

5.1 No Warranties

THE MATERIALS AND SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER ORAL OR

WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO PRODUCTS, SPECIFICATIONS, SUPPORT, SERVICE OR ANY OTHER MATERIALS PROVIDED HEREUNDER. BOTH PARTIES SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND MERCHANTABILITY.

5.2 Limitation of Liability

UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE SHALL NTC OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF NTC OR NTC'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF NTC TO ANY PERSON ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, INCLUDING BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT THEORY, EXCEED THE TOTAL AMOUNTS PAID TO NTC PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY.

6. Insurance

NTC will maintain insurance in accordance with the following amounts: Commercial General Liability: \$1,000,000 per occurrence \$2,000,000 limit in the aggregate; Commercial Automobile Liability: \$1,000,000 combined single limit per accident; and Worker's Compensation: Coverage in place as per legal requirements in employee's state of employment.

7. Indemnification

Client will defend, indemnify, and hold NTC and NTC's directors, officers, employees, agents, and assigns harmless against all third party claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and expenses, resulting from (i) Client's performance of activities under or breach of this Agreement; (ii) Client's negligence or willful misconduct; or (iii) any claims against NTC by Client employees, subcontractors, students, or parents. Client will have no obligation to indemnify NTC to the extent the liability is caused by NTC's gross negligence or willful misconduct.

8. Termination

8.1 Termination

Either party may terminate this Agreement: (i) without cause upon thirty (30) days prior written notice in advance of a scheduled service date; (ii) prior to its expiration and upon ten (10) days prior written notice if a party breaches any material term (including any payment terms) of this Agreement and the breaching party has not cured the breach within such ten (10) day period; (iii) immediately if a party is the subject of a liquidation or insolvency, or the filing of bankruptcy, or similar proceeding(s).

8.2 Accrued Obligations

Expiration or termination of this Agreement for any reason shall not release either party hereto from any obligation or liability which, at the time of such expiration or termination, has already accrued to the other party or which is attributable to a period prior to such expiration or termination, including without limitation all payment obligations incurred prior to the effective date of such termination or expiration, nor preclude either party from pursuing all rights or remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.

8.3 Survival

Sections 2 (Ownership), 3 (Confidential Information), 4 (Data Usage and Disclosure), 5 (Disclaimers), 8.2 (Accrued Obligations), and 9 (Miscellaneous) shall survive termination or expiration of this Agreement.

9. Miscellaneous

9.1 Notice

Any notice, approval, consent, acceptance, request, bill, demand, or statement hereunder from either party to the other shall be in writing and shall be deemed given when deposited with the United States Postal Service in a postage pre-paid envelope sent regular mail or delivered by hand from one party to the other with an appropriate receipt obtained, addressed as follows:

To: New Teacher Center
1205 Pacific Avenue, Suite 301
Santa Cruz, CA 95060
ATTN: Legal Department

To: Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303
ATTN: Legal Department

9.2 Modifications, Amendments and Waivers

This Agreement may not be modified or amended, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized employees of both of the parties hereto. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

9.3 Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part for any reason, each party agrees that such provision shall be enforced to the maximum extent permissible so as to give the fullest effect to the intention of the parties when executing this Agreement, while complying with applicable laws or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Agreement.

9.4 Assignment

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereunder. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party to (a) one or more of its wholly owned Subsidiaries or Affiliates, or (b) an entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, consolidation, reorganization, acquisition, sale, or otherwise. As used in this section, the terms "Subsidiary" and "Affiliate" mean any entity, whether now existing or later formed, owned or controlled by a party to this Agreement.

9.5 Independent Contractor

NTC is an independent contractor. Neither party shall represent itself as the agent or legal representative of the other party for any purpose whatsoever, and shall have no right to create or assume any obligation of any kind, express or implied, for or on behalf of the other party in any way whatsoever. This Agreement will not create or be deemed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership.

9.6 Force Majeure

Neither party hereto shall be responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, laws or governmental regulations or other causes that are beyond the reasonable control of such party. In the event that a force majeure event should obstruct performance of this Agreement for more than thirty (30) calendar days, the parties hereto shall consult with each other to determine whether this Agreement should be modified or terminated.

9.7 Third-Party Beneficiary

Nothing in this Agreement is intended to make any person or entity not a signatory to the Agreement a third-party beneficiary of any right created by the Agreement or by operation of law.

9.8 Governing Law

This Agreement shall be governed by and interpreted in accordance with the law of the State of California without regard to any principles of conflicts of law. The parties agree to submit to the venue and jurisdiction of the City and County of San Francisco or the Northern District of California.

9.9 Headings

Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

9.10 Website Terms of Use

It is understood that delivery of Services may require Client's employees or other users to access websites maintained by NTC. Access and use of such websites is subject to NTC's terms of use. If the Services involve access and use of NTC's Learning Zone platform, by signing this Agreement, Client acknowledges that it has reviewed the terms of use at <https://learningzone.ntcportal.org/portal> and agrees that its users will be subject to such terms. NTC shall bear no liability for the refusal of any users to accept NTC's terms of use.

9.11 Entire Agreement

This Agreement, including Exhibit A ("Statement of Work"), represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Services. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto.

9.12 Counterparts

This agreement may be executed in one or more counterparts each of which shall constitute an original, and all such counterparts shall constitute one and the same agreement.

9.13 Signatures

Contract signatures below are considered authorized by the Client and NTC and relied upon to constitute a fully executed contract.

In witness whereof, the parties have executed this Agreement, as of the Effective Date.

NEW TEACHER CENTER

Ravenswood City School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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.