



NAF MEMBERSHIP AGREEMENT

This AGREEMENT defines the role and responsibilities of NAF (formerly National Academy Foundation) ("NAF") to **MILPITAS UNIFIED SCHOOL DISTRICT** (the "DISTRICT") and the role and responsibilities of the DISTRICT to NAF, in connection with the NAF academies operating with the District.

Terms of the Agreement

NAF is committed to building a network of high-quality theme based Academies. Towards that end, NAF will provide:

I. Academy Educational Design

A. NAF embodies six core principles for improving America's education system. These core principles, articulated in NAF's Academy Framework, include:

- 1) Personalized learning environments;
- 2) Academic engagement of all students;
- 3) Empowered educators;
- 4) Accountable leaders;
- 5) Engaged communities and youth; and
- 6) An integrated system of high standards, curriculum, instruction assessment and support.

B. A NAF Academy is structured around 4 essential elements:

- 1) Academy Development and Structure
- 2) Advisory Boards
- 3) Curriculum and Instruction
- 4) Work-based Learning

NAF's annual academy assessment amplifies these 4 essential elements to insure quality programming in order for all students to graduate college, career and future ready.

NAF provides tools, resources and materials that define the educational design (see NAF's Academy Standards document available and updated at naf.org) that are updated and made available through electronic and print media as appropriate.

C. NAF provides curriculum and selected assessments for Academy Programs in Finance, Hospitality and Tourism, Information Technology, Engineering and Health Sciences. These curriculum materials are reviewed and revised by NAF as reasonably necessary to ensure relevance to current practices. All curriculum materials will be delivered through a password-protected location on the website naf.org (or such other website subsequently designated by NAF from time to time), subject to the terms of use and other policies available on the Site. NAF approves third party curriculum providers for the Academy of Engineering program and other themes. NAFTrack Certification is achieved through an online system created to assess college and career readiness. Student performance is measured through end-of course exams, culminating project assessments and an internship assessment. Upon successful completion of NAFTrack Certification, students are eligible for NAFTrack Certified Hiring. NAF reserves the right to set quality standards for participation in NAFTrack.

D. NAF academies engage communities and youth through local Advisory Boards that commit community resources and establish partnerships with the Academy Programs. Each Advisory Board:

- holds Academy Program leaders accountable for communicating data on youth outcomes;
- communicates data on community needs and concerns to Academy Program leaders;
- organizes and builds community capacity to support the Academy Program's work;
- assists in securing compensated internships for students; and
- assists with funding for Academy Program activities.

II. National Activities

NAF provides:

- A. professional development opportunities for staff and volunteers associated with the Academy Programs;
- B. assistance, where locally feasible, in connecting the Academy Programs with national partners in business and government;
- C. newsletters, marketing materials, press outreach, and other communications support;
- D. web-based resources; and
- E. selected scholarships for students and other national recognition awards for students, instructors, school administrators and business partners involved in the local Academy programs teams, on a competitive basis.
- F. students who graduate NAFTrack Certified have access to NAFTrack Certified Hiring, an initiative that gives special consideration to college students and eventual job seekers for internships and entry level positions with companies like Verizon, Hewlett Packard Enterprise, Xerox and KPMG (for a full list of companies participating in NAFTrack go to naf.org).

2. As a NAF Member:

The DISTRICT will engage in a co-creative relationship with NAF to develop, implement and sustain an academy design that serves the needs of the students, teachers and business partners of the Academy programs. NAF will be provided permission to access and engage in all aspects of the design created and utilize it in the development and support of all NAF academies.

I. Design Implementation

A. The DISTRICT agrees to:

- 1) pay to NAF, within 90 days upon receipt of an appropriate invoice, an annual network membership fee;
- 2) implement a rigorous career-themed Program of Study appropriate for the themed major, open to all students based on interest, and in alignment with NAF's Educational Design and Academy Standards;
- 3) designate a NAF Academy Director (a staff person employed by the DISTRICT, an onsite school administrator, or a NAF Academy Program teacher with release time) to perform the role and responsibilities of a NAF Academy Director as may be stipulated by NAF from time to time.
- 4) enroll all eligible NAF academy students in the NAFTrack Certification system giving them access to end-of course exams, culminating project assessments (or approved alternatives that meet NAF's assessment standards) and the internship assessment tool.

II. Academy-Related Data

- A. The DISTRICT agrees to:
 - 1) complete the annual data center submission, including aggregate student demographic and performance data, and academy assessment process as defined by NAF from time to time, by the annual deadline; and
 - 2) participate in special studies, involving student level data, which may require a separate agreement around data sharing.

III. Public Relations, Marketing and Materials Usage

A. Logos

The DISTRICT agrees to (i) use NAF's and the respective Academy Program's names, marks and logos, including the color scheme thereof, and any related tag lines, each as designated by NAF in its current Brand Resources (accessible at <http://naf.org/naf-now/brand-resources> or such other website subsequently designated by NAF) (called, the "Marks") in such manner as NAF may establish through its Brand Resources, (ii) use the Marks on all NAF/Academy Materials and in all marketing, promotional, and other materials which in any way make reference to an Academy Program and/or NAF, created or distributed by or on behalf of the DISTRICT, and/or its employees or representatives.

B. Media Outreach

- 1) All local academy related press releases must include NAF's official boilerplate which is provided at naf.org (or such other website subsequently designated by NAF to the DISTRICT as the website where such official boilerplate is provided).
- 2) NAF also requires that any Academy Program press release or news alert be sent to NAF and encourages Academy Programs to send such press releases or news alerts to NAF prior to publication or issuance. These materials should be sent to: communications@naf.org.
- 3) NAF, in its sole discretion, shall have the right, subject to applicable federal and state laws and regulations to market, publicize or issue press releases and news alerts regarding the Academy Programs and to use local stories, photographs or other materials from or that identify the schools or Academy Programs to market or publicize NAF and/or the Academy Programs.
- 4) These marketing guidelines (including logo usage and press release boilerplate) are subject to revision from time to time by NAF in NAF's sole discretion. If any changes are made to these guidelines, all directors in the network will be notified via e-mail (or such other means determined by NAF to be appropriate).

IV. Use And Ownership Of Marks and Materials

- A. All materials provided by NAF to the DISTRICT (the "NAF/Academy Materials") including all brochures, administrative materials, and curriculum documents for the Academy Program courses, in any form or format whatsoever, and all hardware and software relating to such materials or otherwise provided by NAF, are the sole and exclusive property of NAF, or are used by NAF under license (or pursuant to another right to use).
- B. The DISTRICT agrees that all NAF/Academy Materials are to be used in strict accordance with the guidelines of the NAF Academy provided to the DISTRICT by NAF. No modification may be made to any of the NAF/Academy Materials by the DISTRICT without the prior written consent of NAF, the request for which must be in writing and must include an

assignment by the DISTRICT to NAF of any and all rights in and to the NAF/Academy Material(s) so modified, including, without limitation, any and all copyrights.

- C. All NAF/Academy Materials adapted or reproduced for use by the DISTRICT shall bear the copyright notice set forth on such materials or such other notice as NAF shall prescribe.
- D. NAF reserves the right to update or modify any NAF/Academy Materials or Marks at any time.

3. External Program Research

Within locally-established guidelines, the DISTRICT grants its informed consent for NAF or a third party under contract with NAF to conduct research and evaluations related to Academy Program development and operations.

4. Other Terms

The term of this Agreement shall commence on July 1 of the school year indicated in the signature block below, and shall remain in effect, unless earlier terminated upon the occurrence of any of the following: (1) the parties mutually agree to terminate, in which event termination becomes effective on the date mutually agreed upon by the parties; (2) either party gives the other written notice that it wishes to terminate, in which event the termination becomes effective on the last day of the semester in which the notice is given, or (3) either party materially breaches this Agreement, the other party gives the breaching party written notice of such breach, and, if curable, the breaching party fails to cure such breach within twenty (20) days of such notice, in which event the termination becomes effective on the twenty-first (21st) day following such written notice. This agreement may be terminated by NAF for nonpayment of the annual membership fee within the school year to which it applies.

This Agreement may not be amended nor may any provision hereof be waived except pursuant to a writing signed by NAF and the DISTRICT.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York including all matters of construction, validity and performance, without reference to conflict of laws principles.

[Signature Page Follows]

The undersigned have executed this Agreement on the dates indicated opposite their respective signatures.

Superintendent *(signature)*

(Date)

Milpitas Unified School District

2016-17

JD Hoyer
President
NAF

(Date)