



NEW TEACHER CENTER SERVICES AGREEMENT

This is a Services Agreement ("Agreement") dated as September 14, 2016 ("Effective Date") between New Teacher Center ("NTC"), a California nonprofit corporation, and North Monterey County School District ("Client"), a located at 8142 Moss Landing Road, Moss Landing, CA 95039.

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 schools districts, state policymakers, and educators across the country to develop and implement induction programs and professional learning systems aligned with district learning goals. NTC programs include one-on-one mentoring and professional development and provision of a variety of related tools, all taking place within school and online environments designed to support new teachers. 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 ("Services"). Any additional or modified Services agreed to by the parties during the course of this Agreement, whether reflected in a Change Order, Purchase Order, or otherwise, will be governed by the terms of this Agreement.

1.2 Fees and Payment

Client shall pay to NTC the fees set forth in Exhibit A. Such fees may not include taxes and duties. Client is responsible for any taxes or duties fees that may apply.

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. State Sales Tax will be included on the Invoice unless the Tax Exemption Certificate is sent to NTC.

1.3 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 K-12 teacher and administrator induction and professional development 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 NTC's prior written consent; (ii) use the Materials for commercial purposes or make any derivative works of or otherwise modify the Materials; 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 Materials by Client, Client will terminate such use 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, and all such rights are hereby expressly reserved by NTC. Client shall not obscure or remove any copyright, trademark or other proprietary-rights notices and shall reproduce all such notices on any authorized 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
110 Cooper Street, Suite 500
Santa Cruz, CA 95060
Attention: Sue Perkins, CFO/EVP Business Operations
831-600-2200

To: North Monterey County School District
8142 Moss Landing Road
Moss Landing, CA 95039
Attention: Dr. Lois Peterson
831 633-3343
FAX: 831 633-5189

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. Neither party may assign its rights and obligations hereunder without written consent of the other party.

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 Entire Agreement

This Agreement 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. It is understood that delivery of Services may require users to access websites maintained by NTC; use of such websites is subject to the terms of use for such sites, which set out obligations separate from those contained in this Agreement.

9.11 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.

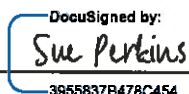
9.12 Signatures

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

NORTH MONTEREY COUNTY SCHOOL
DISTRICT

By:  _____
3955837B478C454...

By: _____

Name: Sue Perkins

Name: _____

Title: CFO/EVP, Business Operations

Title: _____

Date: 9/14/2016

Date: _____