



PROGRAM SERVICES AGREEMENT

This Program Services Agreement (“Agreement”) is effective as of the 4th day of November, 2016, between StriveTogether: LLC, located at One West Fourth Street, Suite 200, Cincinnati, OH 45202 (“StriveTogether”), and North Monterey County Unified School District, located at 8142 Moss Landing Road, Moss Landing, CA 95039 (“Client”).

RECITALS

- I. StriveTogether has developed a program and framework which leverages, among other things, StriveTogether’s strategic consultation services, processes, experiences, templates and tools, to help communities build a cradle to career civic infrastructure through (1) the identification of a shared cradle to career community vision for education; (2) use evidence-based decision making to identify a key set of community outcomes for education; (3) the facilitation of collaborative action around priority strategies for improving educational; and (4) alignment of new and existing resources to sustain improvement;
- II. Client desires to retain the services of StriveTogether to assist in the development of a cradle to career civic infrastructure in its geographic area; and
- III. Providing assistance to Client contributes importantly to the furtherance of StriveTogether’s charitable mission and, accordingly, StriveTogether agrees to be retained for such purposes pursuant to the terms of this Agreement.

In consideration of the foregoing mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. DEFINITIONS

1. “External Community” means individuals, institutions and organizations outside the Geographic Area who are directly affected by the quality of the education pipeline of the Geographic Area.
2. “Excess Consideration” means consideration beyond what is necessary to reimburse the cost of the physical materials and reasonable third party services (e.g., cost of reproduction or postage, in the case of distribution of the StriveTogether Materials) involved in using, reproducing, distributing, displaying, performing or taking any other action with respect to the StriveTogether Materials.
3. “Geographic Area” means North Monterey County, CA
4. The “Initiative” is the development of a cradle to career civic infrastructure for the Geographic Area.
5. “Services” means the services identified in the **Exhibit A** (the “Scope of Work”) in the tables set forth under the headings “Proposed Services (all dates tentative)” and “Anticipated Outcomes” that are provided by StriveTogether in connection with the Initiative.
6. “StriveTogether Marks” means the trademarks identified on **Exhibit B**.
7. “StriveTogether Materials” means any items, content, documents or other materials provided or made available, directly or indirectly, to Client by StriveTogether (including, without limitation, via another StriveTogether Network member or online platforms), including materials developed by StriveTogether in connection with the Services.



8. "StriveTogether Network" means individuals, institutions and organizations which are located in regions where a cradle to career infrastructure has been developed, or is being developed, with the assistance of StriveTogether.

B. FEES AND SERVICES

1. During the Term, StriveTogether shall provide the Services to Client to assist Client in developing cradle to career civic infrastructure in the Geographic Area. Client will use its best efforts to cooperate with StriveTogether to assure the successful implementation of the Services. Client understands and agrees that this Agreement is not exclusive; StriveTogether may be engaged to provide very similar services to other entities, both inside and outside the Geographic Area, during or after the term of this Agreement.
2. In consideration for the provision of Services and the grant of rights hereunder, Client shall pay StriveTogether the amounts set forth in **Exhibit A**, with such amount to be invoiced according to the schedule set forth in **Exhibit A**.
3. Client will pay all StriveTogether invoices within thirty (30) days receipt of a properly completed invoice.

C. OWNERSHIP AND USE OF MATERIALS

1. Subject to the terms of this Agreement, StriveTogether grants Client a limited non-exclusive license to use, copy, and distribute the StriveTogether Materials solely as reasonably necessary for and directly in support of the Initiative.
2. Client's use of the StriveTogether Materials may include reproducing, using, distributing and preparing derivative works based on the StriveTogether Materials subject to the following:
 - (i) StriveTogether Materials may not be used for any purpose other than in furtherance of the Initiative;
 - (ii) with respect to any StriveTogether Materials bearing StriveTogether Marks, Client rights are limited to using and sharing such materials without any modifications whatsoever within its organization and members of the StriveTogether Network supporting the Initiative;
 - (iii) in no event shall Client or any other entity alter, hide, render illegible or remove any StriveTogether Marks or copyright ownership designations from any StriveTogether Materials;
 - (iv) Client may not accept any Excess Consideration for using, reproducing, distributing, displaying, performing or taking any other action with respect to the StriveTogether Materials, or any derivative works based on the StriveTogether Materials, or allowing any other entity to do the same.
3. As between the parties, StriveTogether is and will remain the sole and exclusive owner of all right, title and interest in and to the StriveTogether Materials and StriveTogether Marks, including all intellectual property rights relating thereto, subject only to the limited license granted to Client under this Agreement. Any rights in and to the StriveTogether Materials and StriveTogether Marks not expressly granted to Client in this Agreement are reserved. Subject to StriveTogether's rights in and to the StriveTogether Materials, as between the parties, Client shall own any materials it develops in connection with the Initiative ("New Materials").
4. Except to the extent comprising StriveTogether Materials or the Confidential Information of a party, each party grants the other a perpetual, royalty free, non-exclusive license to reproduce, distribute, display, and prepare derivative works based on or otherwise use any materials created or shared by the other in connection with this Agreement and/or the Initiative.
5. The parties shall cooperate with each other as appropriate to permit a party to secure, protect, record, further document or register any copyright arising hereunder, including but not limited to executing all papers



reasonably desirable or necessary to further document the ownership of StriveTogether Materials and New Materials, and to register the copyrights in such materials.

6. In the event that performing the Services would involve StriveTogether providing training to any entity which is not a party to this Agreement, StriveTogether specifically reserves the right to refuse to provide such training until such entity has entered into a No Excess Consideration agreement on a form provided by StriveTogether (“No Excess Consideration Agreement”). In the event that StriveTogether refuses to provide training to any entity which has not entered into a No Excess Consideration Agreement, or to provide StriveTogether Materials to such entity, or to perform any other aspect of the Services which would involve providing StriveTogether Materials to such entity, such refusal shall not be treated as a breach or failure to perform by StriveTogether, and shall not entitle Client to any refund or diminution of payments made or required under this Agreement.

D. CONFIDENTIALITY

1. Each party hereby covenants and agrees that, except as expressly permitted by this Agreement, it shall not at any time: (i) use Confidential Information (as defined below) except as reasonably required to perform the Services; or (ii) disclose Confidential Information to any third party, without the prior written authorization of the party to whom such Confidential Information belongs. Furthermore, each party shall at all times protect the other party’s Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature.
2. The term "Confidential Information" shall include all information not generally known to the public, and not readily ascertainable by proper means by outsiders, constituting or comprising private employee information, private student information, or other information generally deemed to be of a private or personal nature in which the general public has no direct legitimate interest. If either party becomes legally required to disclose Confidential Information, or any part thereof, then such disclosing party shall give the other party prompt notice of such requirement, cooperate with the other party to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, the affected party shall be entitled to seek an injunction restraining the breaching party from using or disclosing such Confidential Information in addition to any other remedy, at law or equity that may be available to the affected party. Client and StriveTogether shall each mark as “confidential” any material it believes is Confidential Information; provided, however, that StriveTogether agrees that information covered by state and federal laws concerning the confidentiality of student information shall be treated as Confidential Information.
3. Client shall assure compliance with all applicable privacy laws (including, without limit, the Federal Educational Rights and Privacy Act) as to information it provides to StriveTogether.

E. TERM AND TERMINATION

1. The term of this Agreement shall begin on the Effective Date and, unless terminated as set forth below, shall continue until the earlier of the complete performance of the Services or March 31, 2017 (“Term”).
2. This Agreement shall terminate prior to the expiration of its term as follows:
 - (i) At the non-breaching party’s option, effective immediately, if a party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of such breach from the non-breaching party; and



- (ii) At StriveTogether's option, effective ten (10) days after written notice of a delinquency, if Client fails to timely pay any undisputed amount due under this Agreement.
- 3. Upon termination of this Agreement for any reason, Client shall promptly pay to StriveTogether undisputed amounts due under this Agreement. Such obligation to pay shall survive termination of this Agreement. The provisions of Sections C, F and G shall also survive the termination of this Agreement.

F. LIABILITY

- 1. In no event shall StriveTogether's liability to Client arising out of or related to this Agreement or the Services provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed StriveTogether's compensation for Services provided in the year preceding the event which is the basis of the action or claim.
- 2. In no event shall either party be liable to the other for any indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.
- 3. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL SERVICES, INCLUDING ANY THE STRIVETOGETHER MATERIALS OR OTHER INFORMATION, ARE PROVIDED "AS IS" AND STRIVETOGETHER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND STRIVETOGETHER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, STRIVETOGETHER MAKES NO WARRANTY OF ANY KIND REGARDING THE SUCCESS OF THE INITIATIVE OR THAT THE SERVICES WILL MEET CLIENT'S OR ANY OTHER PERSON'S EXPECTATIONS.
- 4. Any claims by Client arising out of or related to this Agreement or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, must be brought within one year of the termination of this Agreement or such claims shall be forever barred.

G. MISCELLANEOUS

- 1. This Agreement shall be governed by and construed in accordance under the laws of the State of Ohio, without application of Ohio conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of Ohio in Hamilton County, or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Ohio in Hamilton County, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.
- 2. All Services provided under this Agreement by StriveTogether shall be as independent contractor. The parties understand and acknowledge that StriveTogether is an independent contractor, and shall not be deemed an employee, partner, or joint venture of Client with respect to the services performed hereunder for any purposes whatsoever. StriveTogether also understands that it is responsible, according to law, to pay its own federal, state and local income taxes and employment taxes with respect to all compensation received from Client hereunder.



3. All notices must be in writing and sent (i) in person, (ii) by certified or registered mail, (iii) by overnight delivery carrier for next day delivery, (iv) by facsimile, or (iv) email, in each case to the address listed below (or if notice of a new address is given in accordance with this Agreement, the new address):

If to StriveTogether:

StriveTogether, LLC
One West Fourth Street, Suite 200
Cincinnati, OH 45202
Attn: Jeff Edmondson
Email: edmondsonj@strivetogether.org

If to the Client:

North Monterey County Unified School District
8142 Moss Landing Road
Moss Landing, CA 95039
Attn: Kari Yeater, Superintendent
Email: kyeater@nmcusd.org

This Agreement shall be binding upon and inure to the benefit of both Client and StriveTogether and their successors and affiliates.

4. Any provision of this Agreement that is held to be illegal, invalid, prohibited or unenforceable shall not affect the remaining provisions hereof or the application thereof to other facts and circumstances and this Agreement shall be construed as if such illegal, invalid, prohibited or unenforceable provision had never been contained in it.
5. Any of the terms, conditions or provisions of this Agreement may be waived at any time and from time to time in writing by the party entitled to the benefit thereof without affecting any other term, condition or provision of this Agreement. No waiver shall be effective unless it is in writing. The waiver by any party hereto of any breach of any term, condition or provision of this Agreement shall not operate or be construed as a waiver of any other term, condition or provision or of any subsequent breach of the same term, condition or provision.
6. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and discussions with respect to the subject matter hereof. The parties expressly agree that to the extent that form purchase orders, confirmations, acceptances and invoices, or similar documents, are used to facilitate specific services any conflicting, additional or different terms provided by Client shall be of no force and effect and the terms of this Agreement shall control such interpretations unless a separate signed writing/amendment authorizes such terms.
7. This Agreement may be amended or modified only in a writing signed by both StriveTogether and the Client.
8. This Agreement may not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; provided, however, that StriveTogether may assign this Agreement to an organization that is controlled by, or under common control with, StriveTogether.
9. In connection with StriveTogether promoting its services and attempting to expand the StriveTogether Network, StriveTogether may identify Client as a member of the StriveTogether Network and identify Client as a working with StriveTogether to develop cradle to career civic infrastructure in the Geographic Area.
10. The recitals to this Agreement are hereby incorporated into and considered a part of the terms and conditions of this Agreement.



11. As this Agreement has been negotiated by the parties, any ambiguities in this Agreement will not be construed against either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above.

STRIVETOGETHER

CLIENT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Exhibit A:

Scope of Work (SOW)

Timeline	Technical Assistance Detail
<p>Overall Engagement Support November 2016 – March 2017</p>	<p>Anticipated Result: North Monterey County Unified School District key staff will utilize project planning, management and monitoring skills to enable improved LCAP goal attainment, identify opportunities to improve the efficiencies and results of existing work while also building local school district staff capacity in these areas.</p> <p>Support from StriveTogether staff in this engagement includes one site visit and virtual sessions to provide training, coaching, and facilitation with identified key district staff on how to develop, manage and monitor project plans, increase local knowledge and capacity on how to expedite progress on the District’s LCAP goals, and identify opportunities for improving efficiencies while increasing the results of existing work.</p>
<p>Site Visit November/December 2016 (Prep/planning for site visit)</p>	<p>Anticipated Result: Key district staff will strengthen knowledge on project planning and management skills, and develop a “draft” project charter and plan aligned to at least one of the existing District’s LCAP goals.</p> <p>Support from StriveTogether staff includes one site visit to provide training to key district staff identified within the eight (8) areas/departments on how to develop detailed project charters and plans to help expedite LCAP goal attainment.</p>
<p>Virtual Coaching: Approximately 30 days after site visit (Estimated: December 2016 – January, 2017) (Eight 1:1 Virtual coaching sessions)</p>	<p>Anticipated Result: Key district staff will gain additional knowledge in the application of project planning and management skills; charters and/or project plans will be refined as needed.</p> <p>Support from StriveTogether staff includes 1:1 virtual coaching sessions with each of the eight (8) District areas/department key staff to problem solve emerging issues, and strengthen the application of project planning and management knowledge/skills.</p>
<p>Virtual Meeting: Approximately 30-45 days after virtual coaching sessions (Estimated: February/ March 2017) (All key district staff virtual follow up meeting)</p>	<p>Anticipated Result: Key district staff will gain a deeper understanding of the progress/results and challenges/lessons learned of each other’s work in order to ensure collective/peer-to-peer learning on project planning/management skills, and to strengthen the local school district staff capacity within these areas.</p> <p>Support from StriveTogether staff includes facilitating a virtual check-in with all key district staff to assist in problem solve emerging issues, connecting members to additional resources/supports and guidance as needed, and help to ensure measurable progress continues to be made.</p>

StriveTogether

Exhibit B: StriveTogether Marks

STRIVETOGETHER: EVERY CHILD. CRADLE TO CAREER. (Standard Characters, ST-logo.jpg)

The literal element of the mark consists of STRIVETOGETHER: EVERY CHILD. CRADLE TO CAREER.



The mark consists of standard characters, without claim to any particular font, style, size, or color.

KNOWLEDGEWORKS (Standard Characters, KW_logo_RGB.jpg)

The literal element of the mark consists of KNOWLEDGEWORKS.



The mark consists of standard characters, without claim to any particular font, style, size, or color.