



New Tech Network

## **New Tech School Agreement Processing Instructions**

New Tech Network (NTN) respectfully requests that the following instructions are followed when reviewing the New Tech School Agreement for approval and signature.

- Make all requested changes directly in the NTN Agreement document and insert comments as needed. The Track Changes function is currently active.
- Complete the highlighted District information required on pages 10 and 23, and remove the yellow highlight upon completion of these sections.
- Save the document with your changes/comments and district information and rename the file with date submitted to NTN.
- Email your version of the Agreement to your New Tech Network representative.

Once both parties mutually agree on the terms of the Agreement, NTN will format the final document and send to you for signature.

- Please print and sign 2 original signature pages (page 12) and send with full Agreement by US Mail to the address below. NTN will sign and return one completed copy to you.

Mail to: Lydia Dobyns, President and CEO  
New Tech Network  
1250 Main Street, Suite 100  
Napa, CA 94559

If you have questions, please contact your New Tech Network representative or NTN Account Coordinator, Lisa Caldwell, at [lcaldwell@newtechnetwork.org](mailto:lcaldwell@newtechnetwork.org) or 707-253-6950.

Thank you.



## ***NEW TECH SCHOOL AGREEMENT***

This New Tech School Agreement (“Agreement”) for purpose of reference is effective as of the 23<sup>rd</sup> day of May, 2016 between **NEW TECH NETWORK, INC.**, a California non-profit corporation (“New Tech Network”), and the Board of **DELAWARE STEM ACADEMY**, a Delaware Public Charter School Organization (“District”).

### **RECITALS**

A. New Tech Network (sometimes referred to as NTN in the Exhibits) offers a school education program (the “New Tech Model”) for the legitimate educational interest of: (i) preparing students to excel in an information-based, technologically advanced society; (ii) raising graduation rates and achievement test scores; and (iii) increasing college enrollment and the completion of college.

B. District desires **Delaware STEM Academy** (the “New Tech School” and referred to as the “School” in the Exhibits attached hereto) to become a member of the network of schools throughout the country that use and follow the New Tech Model (the “New Tech Network”).

C. The District has secured the necessary financial and community support for implementation of the New Tech Model as provided herein.

D. District desires to license from New Tech Network the right to use the New Tech Model, including the materials, technology and platforms described herein, and retain New Tech Network as an independent contractor to implement the New Tech Model as provided for herein at the New Tech School, and New Tech Network wishes to provide such license and services, on the terms and conditions hereinafter set forth.

E. New Tech Network’s grant of applicable licenses and provision of services to District, in connection with the New Tech Model, contributes importantly to the furtherance of New Tech Network’s charitable and educational mission. As part of New Tech Network’s charitable and educational mission, New Tech Network seeks to continually improve the New Tech Model for the benefit of current and future New Tech Schools.

**NOW, THEREFORE**, in consideration of the 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:

## 1. License and Services.

(a) *License.* New Tech Network hereby grants the District a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right and license, during the term of this Agreement as provided for in Section 6 (the “Term”), to access and use (i) the New Tech Model as described in this Agreement, (ii) the website(s) and software related to the New Tech Model which is described in part on Exhibit A to this Agreement (the “NTN Technology” or, for purposes of the Exhibits attached hereto, also referred to as “NTN Echo”), (iii) the resources, learning modules, webinars and other content made available to District through the NTN Technology, including but not limited to all resource libraries and project libraries owned or licensed by New Tech Network (collectively, “New Tech Learning Platform”); and (iv) the New Tech Network trade and service marks (“Marks”) in accordance with the Trademark Usage Policy provided by New Tech Network to District, all for the sole purpose of establishing and operating the New Tech School in District’s school district and subject to all terms and conditions provided for herein (collectively, the “License”). The New Tech Model, NTN Technology and New Tech Learning Platform are collectively referred to in this Agreement as the “New Tech Platform.” New Tech Network may update the functionality, user interface, or other aspects of the New Tech Platform from time to time in its sole discretion – the terms of the Agreement will apply to each such update.

(b) *Services.* New Tech Network will provide services to District to assist District in developing and implementing the New Tech Model for the New Tech School, as such services are described in Exhibit A under the heading Services (the “Services”). District understands and agrees that neither the New Tech Platform nor any of the Services are provided on an exclusive basis to District; New Tech Network may be engaged to provide identical, similar or other services to other school districts and entities during the term of this Agreement, including, without limit, granting some or all of the licenses set forth in Section 1(a). District further understands that the Services do not involve the management of or day-to-day operation of the New Tech School. District also understands that transmission of its data over the Internet is fundamentally necessary to the use of the New Tech Platform. New Tech Network uses commercially reasonable safeguards, commonly used by organizations similar in size and product line to New Tech Network, when transmitting and receiving data to and from the District. Even so, District acknowledges that New Tech Network cannot and does not guarantee the security of data transmitted over the Internet or through District’s local network.

(c) *Not Official Repository.* District agrees that: (i) the New Tech Platform is not the official repository for the District’s and/or the New Tech School’s educational, employee, student or other records; (ii) the District will maintain all such records it should or must maintain; and (iii) New Tech Network will not, under any circumstances, be responsible for a failure to maintain records within the New Tech Platform or elsewhere that the District should or must maintain as official records.

(d) *Third-Party Services Engaged by District.* New Tech Network (through the New Tech Platform or its literature) may reference, promote, make available, utilize and/or offer applications, hyperlinks to websites/platforms, products or services provided by entities other than New Tech Network, including, without limitation, training, implementation and other consulting services related to District’s or New Tech School’s implementation of the New Tech Model (collectively, “Third Party Services”). For avoidance of doubt, Third Party Services include, among other things, any applications, widgets, software, materials, products and/or services made available to District or a New Tech School under a separate agreement between the District/New Tech School and the provider of a Third Party Service. With respect to Third Party Services:

(1) New Tech Network makes no representations or warranties, whether or not such Third Party Services are approved, utilized, recommended or otherwise promoted by New Tech Network.

New Tech Network is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, security, reliability, legality, or any other aspect of any Third Party Service.

(2) To the extent applicable, any purchase by District of any Third Party Service is solely between District and the provider of the Third Party Service.

(3) Simultaneous with District's installation, use or enablement of a Third Party Service with New Tech Platform, District grants New Tech Network a right and license to provide, or permit the provider of such Third Party Service to access and use, any data or records (including, without limit, confidential student data) as may be requested or needed by the provider of such Third Party Service for the interoperation of the Third Party Service with the New Tech Platform. Any exchange of data or other interaction between District (or New Tech School) and the provider of a Third Party Service is solely between District and that provider. New Tech Network shall not be responsible for any disclosure, modification or deletion of any records or data resulting from any such access by the Third Party Service or its provider.

(e) *Suspension of Access.* District agrees that New Tech Network may with reasonably contemporaneous notice (including by telephone or email) to District suspend access to the New Tech Platform (or any part thereof) if New Tech Network reasonably concludes that the New Tech Platform is being used to engage in denial of service attacks, spamming, or illegal activity, or is causing immediate, material and ongoing harm to New Tech Network or others (each, a "Suspension"). In the event of a Suspension, New Tech Network will use commercially reasonable efforts to limit the Suspension to the offending portion of the New Tech Platform and to resolve the issue(s) causing the Suspension. District agrees that New Tech Network shall not be liable to District, the New Tech School nor to any third party for any Suspension.

## **2. District Obligations, Contributions and School Users.**

(a) *Payment of Amounts Due.* District will promptly pay to New Tech Network all amounts due to New Tech Network under this Agreement as provided for in this Agreement.

(b) *Minimum Requirements.* District will provide, at its own expense and as described in Exhibit B to this Agreement, all facilities, technology, staffing, and other materials and resources necessary for the formation and operation of the New Tech School in District's school district. District agrees to obtain the resources necessary to establish and successfully operate the New Tech School.

(c) *Planning Academy.* Prior to attending New Tech Network's Leadership Residency, District will complete and submit a series of deliverables (tasks) within the Echo Planning Academy course. The District's deliverables will provide New Tech Network with an understanding of how District intends to address facilities, technology, staffing, and funding for its New Tech School. New Tech Network will review the District's deliverables and provide feedback to District on the submitted deliverables to further joint planning for a strong and sustainable implementation. The start date for any timeline or due or target dates agreed to by the parties will not be applicable until New Tech Network accepts District's deliverables. Should District be required to revise and resubmit any deliverables to New Tech Network, then such time as required for District to revise and New Tech Network to accept such deliverables will be automatically added to any timeline or due or target dates agreed to by the parties hereunder.

(d) *On-going Operation of New Tech School.* Once established and during the Term, District will operate the New Tech School in accordance with the New Tech Model and the principles and

guidelines for the same as provided to District, from time to time, by New Tech Network. District commits to use its best efforts to attain in all categories at least the status of “successful” (and with the goal of attaining in all categories the status of “highly successful”) in accordance with the School Success Rubric standards attached hereto as Exhibit C. To the extent District does not attain such level, then New Tech Network may terminate this Agreement or, in its discretion, require that District undertake, at District’s expense, certain remedial actions and measures. New Tech Network representatives will have access to the New Tech School during normal business hours, with prior reasonable notice and in accordance with applicable laws, to inspect the on-going operations of the New Tech School as well as to ensure compliance with this Agreement by District and the maintenance of the goodwill and reputation associated with New Tech Network, its New Tech Model and the Marks.

(e) *Data Collection.* District will permit New Tech Network to gather school-wide data from the New Tech School for use in evaluating the on-going effectiveness of the New Tech School and the New Tech Model and for improving or modifying the same, for the purpose of creating statistics and reports to support grant applications and other financial support and funding in furtherance of District’s educational interests, and for the purpose of publication in the education field.

(f) *District Input.* District will promptly notify New Tech Network should District identify any problems or issues with the New Tech Model as it applies to the New Tech School, including any issues, errors or malfunctions in the NTN Technology, the New Tech Learning Platform and/or in the Materials (as later defined herein).

(g) *District Contributions to the New Tech Learning Platform.* New Tech Network has created electronic resource libraries, electronic project libraries and other venues whereby content and materials may be contributed by and used by District and other parties. As between New Tech Network and the District, all right and title in and to Protected Student Data (as defined in Section 5(a)) is owned exclusively by the District. If District contributes any content or other material, excluding Protected Student Data, to the New Tech Platform (including, without limitation, to the New Tech Learning Platform) (“District Contributions”), it automatically grants New Tech Network and all users of the New Tech Platform, simultaneous with any such contribution, a perpetual, irrevocable, worldwide, transferable, and royalty-free license to use, reproduce, modify, create derivative works and otherwise make use of such District Contributions in any manner and through any media for the benefit of New Tech Network, existing and future users or contributors to the New Tech Platform, and any other New Tech Network authorized entity. The District hereby represents warrants and covenants that maintenance, access and/or use of the District Contributions, to the fullest extent permitted in this Agreement, will not violate or infringe upon any right of publicity or privacy, intellectual property right (e.g., copyright, patent, trademark, etc.), literary right, or any other right of any person or entity.

(h) *Cooperation.* The parties will cooperate to help assure the successful implementation of the New Tech Model.

(i) *School Users.* The District is responsible for authorizing and regulating the use of the New Tech Platform by the District’s employees and agents, as well as the New Tech School’s employees, administrators, teachers, agents, students and the student’s parents or guardians (“Users”). The District is further responsible for providing each such User a unique user name and passcode (“IDs”) to permit the User to access the New Tech Platform. The District will inform Users that the ID’s are not to be shared and are to be kept secure. The District agrees that the District is responsible for all of the activities of its Users, including those conducted under any IDs it issues (whether directly or through a New Tech School), and any User’s compliance with any and all terms and conditions (Terms of Service, etc.) associated with the New Tech Platform.

### 3. Fees.

(a) *Fees.* Attached as Exhibit D is an agreed schedule for payment of compensation by District for the Services and the License.

(b) *Payment.* District will pay New Tech Network in accordance with the schedule set forth in Exhibit D within thirty (30) days of the date of any and all invoices. If scheduled payments or invoice amounts are not paid in full within thirty (30) days of their due date, New Tech Network reserves the right to add a late charge of 1% per month of the amount due, but not greater than permitted by law.

### 4. Work Product; Ownership of Intellectual Property.

(a) *Ownership of NT Materials and New Materials.* New Tech Network owns and holds all right, title and interest (including, without limit, copyrights, patent, invention, trade secret, and trade and service mark rights) in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection with the License and/or the Services, including, but not limited, to the New Tech Platform and all components thereof (collectively, the “NT Materials”). Further, District acknowledges and agrees that any and all improvements in, additions to, revisions or translations of, changes or any other modifications of or developments relating to the NT Materials (“New Materials”) belong to New Tech Network simultaneous with the creation of the same. Notwithstanding the foregoing and for avoidance of doubt, neither NT Materials nor New Materials includes District Contributions or Third Party Services. Except for the limited use rights granted under this Agreement, neither the District nor any User shall acquire any right, title or interest in any NT Materials or New Materials. Any rights to the NT Materials or New Materials not expressly granted in this Agreement are reserved to and for the sole benefit of New Tech Network.

(b) *Assignment of Rights in New Materials.* To the extent District or any of its employees or agents creates or contributes to any New Materials, then District agrees that in consideration for the Services and License, the District will assign, and will cause its employees and agents to assign, to New Tech Network upon the request of New Tech Network, all right, title and interest of District and/or its employees or agents in any such New Materials. District will cooperate with, and to the best of its ability, assist New Tech Network (at New Tech Network’s expense) in New Tech Network’s efforts to secure, vest, protect, record, further document or register such assignment and New Tech Network’s rights in any New Materials, including but not limited to executing all papers reasonably desirable or necessary to further document this assignment and vesting of rights in New Tech Network.

(c) *Permitted Uses of NT Materials and New Materials under License.* Except with respect to the NTN Technology, the License includes a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to District to the NT Materials and the New Materials (collectively, the “Materials”) during the Term to engage in the following solely for the purpose of establishing and operating the New Tech School and for distribution to teachers, administrators, students, and parents or guardians of students as necessary to carry out the express purposes of this Agreement: (i) reproduce such Materials in copies, (ii) prepare derivative works based upon such Materials, (iii) distribute copies of such Materials, including by way of a restricted access internet site, by electronic mail or as required by law, (iv) publicly perform such Materials to groups of teachers, administrators, students, and parents or guardians of students associated with the New Tech School, (v) publicly display such Materials by way of a restricted access internet site, by electronic mail or as required by law, and (vi) perform such Materials publicly by electronic means through a restricted access internet site. The above activities for which the License hereunder is granted herein will be limited to

purposes of District's implementation and operation of the New Tech School. District may not make any other uses of the Materials. The License granted herein is granted solely to District, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such party or entity. District will ensure that all copyright and other notices and designations of New Tech Network are maintained, and are not removed, on all copies and other reproductions and uses that are made of Materials.

(d) *Prohibited Uses.* District may not copy, distribute, reproduce, use or allow access to the Materials except as explicitly permitted under this Agreement, and District will not decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the NTN Technology. No right is granted hereunder to rent the Materials, to use the Materials for commercial purposes, or to use the Materials to perform services for third parties (so-called "service bureau" uses).

## **5. Confidentiality.**

(a) *FERPA Compliance.* District affirms that it has satisfied the requirements set forth in the Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq) and applicable regulations ("FERPA"), to permit it to disclose to New Tech Network personally identifiable information from education records maintained by the District for students at the New Tech School ("Protected Student Data"). For purposes of clarity, Protected Student Data does not include those education records shared with New Tech Network from which all personally identifiable information has been removed. Each party will comply with privacy laws (including, without limit, FERPA) applicable to it as to Protected Student Data the District provides to New Tech Network. Notwithstanding the foregoing, the District will be solely responsible for: (i) obtaining any necessary consents required under FERPA for a student's use of the NTN Technology or the New Tech Learning Platform; and (ii) to the extent required by the Children's Online Privacy Protection Act or other law, disclosing (via acceptable use policies or otherwise) and obtaining any required consents for the collection of data or information from users of the NTN Technology or the New Tech Learning Platform, including the use of such data or information by the District or New Tech Network. The District will make evidence of compliance with this Section 5(a), including any required consents, available to New Tech Network upon request.

(b) *Non-Use and Non-Disclosure; Duty of Care.*

(1) The District hereby covenants and agrees that, except as expressly contemplated by this Agreement or any other agreement between the District and New Tech Network, it will not at any time: (i) use Confidential Information (as defined below) of New Tech Network except as reasonably required to comply with the terms of this Agreement; or (ii) except as required or permitted by law, disclose Confidential Information of the other party to any third party, without the prior written authorization of New Tech Network. Furthermore, the District will at all times protect New Tech Network'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. The term "Confidential Information" will include all technical data, know-how and information not generally known to the public and not readily ascertainable by proper means by outsiders, constituting or comprising or other information generally deemed to be of a private or personal nature in which the general public has no right of access under applicable state law. Unless specifically identified for use and distribution outside of the New Tech School constituency, all Materials are deemed to be the Confidential Information of New Tech Network.

(2) New Tech Network hereby covenants and agrees that, except as expressly contemplated by this Agreement, it will not at any time: (i) use District's Protected Student Data except as reasonably required to comply with the terms of this Agreement or provide the services described herein, including the use of the Database Host (as defined below); or (ii) except as required by law, disclose

Protected Student Data to any third party, without the prior written authorization of District. Furthermore, New Tech Network will at all times safeguard the Protected Student Data 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. Upon request by District, New Tech Network will use commercially reasonable means or methods to allow District to access, modify, or terminate any Protected Student Data in the possession or under the control of New Tech Network.

(3) The New Tech Platform is used to upload academic and non-academic data to, and retrieve that data from, a database (the "Database"). District acknowledges that the Database will be hosted on equipment under the physical control of New Tech Network or of a reputable third party service provider ("Database Host") as selected by New Tech Network from time to time. New Tech Network represents that it has investigated the data privacy and data security practices of such Database Host and determined that it utilizes such safeguards as are common in the industry to protect the confidentiality of Protected Student Data, including without limitation, firewalls, patch management procedures, security monitoring and response methods, and other relevant data security measures. District may obtain specific information as to the Database Host utilized by New Tech Network by contacting New Tech Network pursuant to Section 11.

(c) *Required Disclosure by District.* If the District becomes legally required to disclose Confidential Information, or any part thereof, then the District will, to the extent permitted by law, give New Tech Network prompt notice of such requirement, cooperate with New Tech Network (at New Tech Network's cost) 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, New Tech Network will be entitled to an injunction restraining the District from using or disclosing such Confidential Information in addition to any other remedy, at law or equity, which may be available to New Tech Network.

(d) *Required Disclosure by New Tech Network.* If New Tech Network becomes legally required to disclose Protected Student Data, then New Tech Network will, to the extent permitted by law, give the District prompt notice of such requirement, cooperate with the District (at the District's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Protected Student Data necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, the District will be entitled to an injunction restraining the New Tech Network from using or disclosing Protected Student Data in addition to any other remedy, at law or equity, which may be available to the District.

## **6. Term; Termination.**

(a) *Term.* The term of this Agreement will begin on the effective date and, unless terminated in accordance with Section 6(b) below, will continue through the expiration date, June 30, 2020. The term of this Agreement may be extended upon the written agreement of the parties.

(b) *Termination.* This Agreement will terminate prior to the expiration of its term as follows:

(1) 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;



(2) Automatically and effective immediately, if either party makes an assignment of this Agreement for the benefit of its creditors, becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement or composition, or if any comparable involuntary proceeding is instituted against such party and is not dismissed within ninety (90) days of such institution; or

(3) At New Tech Network's option, effective immediately, if District fails to pay any amount due under this Agreement within thirty (30) days of its due date.

(4) At either party's option, for its convenience and without cause, upon at least sixty (60) days' written notice ("Notice") to the other party. Upon receipt of a Notice from District of such termination, New Tech Network will cease operations as directed by the District in the Notice, take actions necessary or as the District may reasonably direct for the preservation of students' work and records, if any, in New Tech Network's possession, and, except for the work directed to be performed prior to the effective date of the termination stated in the Notice (which will not be less than 60 days from the date the Notice is mailed), terminate any and all existing subcontracts entered into by New Tech Network solely in furtherance of this Agreement and enter into no further subcontracts. New Tech Network will be entitled to payment for: (i) services rendered prior to the effective date of the termination stated in the Notice; (ii) any expenses (within the limitations imposed by this Agreement) incurred prior to the effective date of the termination stated in the Notice; (iii) costs, expenses and penalties resulting from the termination of a subcontract entered into prior to New Tech Network's receipt of the Notice; and (iv) any other costs and expenses (without regard to the limitations imposed by this Agreement) resulting from any action requested by the District in the Notice.

(5) If the Board has to return their Charter to the state due to lack of enrollment or any other decision by the State Board of Education.

(c) *Effect of Termination.*

(1) If this Agreement is terminated due to the expiration of the Term and not due to any breach of District and during the Term District was in full compliance with this Agreement, then District will be permitted to continue to use under the License the Materials, so long as District will have executed a separate agreement with New Tech Network in which District agrees to make appropriate use of such licensed Materials, to protect the confidentiality of the Materials and to pay such ongoing fees as are negotiated in connection with the use of and support for the Materials.

(2) If this Agreement is terminated for any reason, including, without limit, due to the expiration of the Term, and if the District and New Tech Network have not extended this Agreement or entered into another agreement concerning the operation of the New Tech School pursuant to the New Tech Model: (i) the District will: (a) promptly cease to use the Materials, (b) promptly cease to use any of the Marks, and (c) no longer represent that it is a member of the New Tech Network; and (ii) New Tech Network may immediately deactivate District's account and, following a period of not more than 30 days, New Tech Network will be entitled to delete District's data from the Database, provided that New Tech Network will, during such period, grant District limited access for the sole purposes of permitting District to retrieve Protected Student Data and District Contributions.

(d) *Survival of Obligations.* Upon termination of this Agreement for any reason, District will promptly pay to New Tech Network all outstanding amounts due under this Agreement. The parties further agree to refrain from making public statements or otherwise announcing or publishing in a public forum statements or comments that disparage the other party. Such obligation to pay will survive termination of this Agreement along with all of the following provisions of this Agreement: 3 through 20.

## **7. Limitations.**

(a) *Limitation of Liability.* In no event will New Tech Network's liability to District arising out of or related to this Agreement or the License or the Services provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed the compensation New Tech Network receives for the License or the Services provided under this Agreement.

(b) *Other Damages.* In no event will New Tech Network be liable to District for any punitive, 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 License 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.

(c) *Limited Warranty.* NEW TECH NETWORK REPRESENTS AND WARRANTS THAT THE NTN TECHNOLOGY WILL CONTAIN FUNCTIONALITY SUBSTANTIALLY CONSISTENT WITH THAT DESCRIBED IN EXHIBIT A TO THIS AGREEMENT AND THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 7(C): (I) NEW TECH NETWORK DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSE OR THE SERVICES, NEW TECH PLATFORM OR ANY PRODUCTS/GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (II) THE DISTRICT EXPRESSLY AGREES THAT USE OF THE NEW TECH PLATFORM IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEW TECH NETWORK DISCLAIMS ANY AND ALL: (1) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE NEW TECH PLATFORM; (2) WARRANTIES RELATED TO THIRD PARTY SERVICES AND/OR DISTRICT CONTRIBUTIONS; AND (3) WARRANTIES THAT ERRORS IN ANY SOFTWARE WILL BE CORRECTED.

(d) *Claims.* Any claims by District arising out of or related to this Agreement or the License 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 will be forever barred.

**8. Notification of Claims.** In the event of a claim by a third party arising as a result of the License or the Services provided hereunder, each party or its legal representative will promptly notify the other party in writing of any such claim or lawsuit and forward all related documents to the other party.

**9. Governing Law; Jurisdiction and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without application of conflicts of laws principles and as if this Agreement were negotiated, executed, delivered and fully performed entirely within the State of California. 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 California in Sacramento County, or, if it has or can acquire jurisdiction, in the United States District Court in Sacramento 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.

**10. Independent Contractor.** The parties understand and acknowledge that New Tech Network is an independent contractor, and will not be deemed an employee, partner, or joint venturer of

District with respect to the services performed hereunder for any purposes whatsoever. New Tech Network 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 District hereunder.

**11. Communications and Notices.**

(a) *Regular Communications.* The representative for each party for all regular communications during the course of providing Services hereunder is as follows: **New Tech Network:** Tim Presiado, tpresiado@newtechnetwork.org, 707-253-6951; **District:** contact name, email, and phone number. Such representatives can be changed by a notice in writing provided to the other party at the addresses noted below.

(b) *Legal or Formal Communications.* All notices of a legal or formal nature must be in writing and sent (a) in person, (b) by certified or registered mail, (c) by overnight delivery carrier for next day delivery, (d) by facsimile, or (e) 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 New Tech Network:                      New Tech Network  
Attn: President  
1250 Main Street, Suite 100  
Napa, CA 94559

If to the District:                              Innovative Schools  
Attn: Executive Director  
100 West Tenth Street, Suite 403  
Wilmington, DE 19803

**12. Binding Effect.** This Agreement will be binding upon and inure to the benefit of both District and New Tech Network and their permitted successors and permitted assigns.

**13. Severability of Provisions.** If any part, term or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties will be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

**14. Waiver.** 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 will 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 will 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. A party's failure to enforce its rights resulting from any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of breach.

**15. Entire Agreement.** This Agreement, the Exhibits attached hereto, the Trademark Use Policy, the website user agreement and the privacy policy for the NTN Technology 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 District will be of no force and effect and the terms of

this Agreement will control such interpretations unless a separate signed writing/amendment authorizes such terms.

**16. Assignment.** This Agreement (including any rights or licenses herein) may not be assigned by District without the written consent of New Tech Network. New Tech Network may assign this Agreement to an organization affiliated with New Tech Network.

**17. Amendment.** This Agreement may be amended or modified only in a writing signed by both New Tech Network and District; provided, however, that New Tech Network may, from time to time, without the written consent of District, amend the terms of any of Exhibits A through C as New Tech Network deems appropriate to improve the New Tech Model, the Trademark Usage Policy, the website user agreements and privacy policy. New Tech Network will notify the District of any such amendments. If District does not object in writing to the amendments within 30 days from the date of the notification, the District will be deemed to have accepted the amendments. If the District timely objects to one or more amendments and such objections are not resolved to District's satisfaction, the District may terminate this Agreement pursuant to Section 6.

**18. Recitals.** The recitals to this Agreement are hereby incorporated into and considered a part of the terms and conditions of this Agreement.

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

**20. Force Majeure.** New Tech Network will not be responsible or liable for any delay in the performance of its obligations under this Agreement arising out of or caused by acts of God; earthquakes, fire, flood, wars, acts of terrorism, civil or military disturbances, epidemics, riots, interruptions, loss of utilities or communications, Internet service provider failures, accidents, labor disputes (other than involving New Tech Network employees), acts or civil or military authority or governmental action or any other circumstances beyond the reasonable control of the party; it being understood that New Tech Network will use reasonable efforts to resume performance as soon as reasonably practicable under the circumstances.

**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.

**NEW TECH NETWORK**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DELAWARE STEM ACADEMY**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Mail two signed copies to:**

New Tech Network  
Lydia Dobyns, President & CEO  
1250 Main Street, Suite 100  
Napa, CA 94559

**Planning Support, Prior to opening of New Tech school**

- Up to 1 hosted Executive Tours for district/community planning teams to an existing New Tech School Demonstration Site (maximum 6 participants), inclusive of any Executive Tours prior to the signing of the Agreement. Additional tours will be provided at a cost determined by New Tech Network.
- On-site and remote support for district team leadership (e.g., access to web-based planning system tools and resources, scheduled communications and feedback).
- On-site and remote design and implementation coaching.
- Site visit by New Tech Network staff to meet, plan and assess readiness with School community (e.g., to assess facilities, technology, staffing, district and community support).

**Induction Events, Prior to opening of New Tech school**

- Each of the following events describes the number of staff designated to participate. Event costs covered by New Tech Network are detailed in Exhibit D.
- Travel and lodging costs to and from tours, trainings, events and conferences are always the responsibility of the district. Selected meals will be provided for designated number of participants in all tours, trainings, events, and conferences.
- District is responsible for filling all allotted participant slots at events. Refunds or credits will not be provided for unused participant slots. Participant slots at NTN events are non-transferrable between event types or contract years.
- Based on availability, additional participants may attend an event for an additional cost to be determined by New Tech Network.
- Membership in the New Tech Network allows staff at the School to participate in Professional Learning @ NTN opportunities during all years of implementation.
- New Tech Network will provide a schedule of yearly Professional Learning @ NTN (PL@NTN) opportunities.
- New Tech Network reserves the right to amend the scope, duration and location of PL@NTN opportunities on a yearly basis.

January 1, 2016 – July 31, 2016 Induction Events	# of Participants
<b>Leadership Residency:</b> Registration for New Tech Principal/Director and additional thought partner(s) at a New Tech Network school or schools.	2
<b>Teacher Residency:</b> Registration for New Tech Principal/Director and year one New Tech staff at a New Tech Network school or schools.	6
<b>NTN 101 New Schools Training:</b> Registration for New Tech Principal/Director, year one New Tech staff, and Echo Tech Manager (the person designated to manage Echo. NTN 101 occurs July 11-14, 2016, as a track within New Tech Annual Conference.	8



## Exhibit A Services

Professional Learning Opportunities, After opening of New Tech school		
2016 – 2020 Professional Learning Events		# of Participants
Year 1 July 1, 2016 - June 30, 2017	<b>Leadership Summit:</b> Registration for New Tech Principal/ Director and thought partner(s). <i>Total number of registrations for the year</i> may be applied at any Leadership Summit (as of contract signing date, currently offered two times per school year). Additional participants may attend at the in-network rate, subject to availability.	4
	<b>Face-to-Face PL@NTN:</b> Registration for New Tech School staff members to attend face-to-face Professional Learning @ NTN opportunity (e.g., NTN Convenings, Site Institutes, and other NTN Services to be determined) at a New Tech Network school or schools.	3
	<b>Virtual PL@NTN:</b> Access to all Professional Learning @ NTN virtual opportunities (e.g., Workshops, To-go Learning, and other NTN Services to be determined).	Unlimited for each New Tech staff member
Year 2 July 1, 2017 - June 30, 2018	<b>New Tech Annual Conference (NTAC):</b> Event Registration, including NTN 101 - New Staff Training Track and targeted support for Year 2 schools.	8
	<b>Leadership Summit:</b> Registration for New Tech Principal/ Director and thought partner(s). <i>Total number of registrations for the year</i> may be applied at any Leadership Summit (as of contract signing date, currently offered two times per school year). Additional participants may attend at the in-network rate, subject to availability.	4
	<b>Face-to-Face PL@NTN:</b> Registration for New Tech School staff members to attend face-to-face Professional Learning @ NTN opportunity (e.g., NTN Convenings, Site Institutes, and other NTN Services to be determined) at a New Tech Network school or schools.	5
	<b>Virtual PL@NTN:</b> Access to all Professional Learning @ NTN virtual opportunities (e.g., Workshops, To-go Learning, and other NTN Services to be determined).	Unlimited for each New Tech staff member
Year 3 July 1, 2017 - June 30, 2018	<b>New Tech Annual Conference (NTAC):</b> Event Registration, including differentiated school support.	8
	<b>Leadership Summit:</b> Registration for New Tech Principal/ Director and thought partner(s). <i>Total number of registrations for the year</i> may be applied at any Leadership Summit (as of contract signing date, currently offered two times per school year). Additional participants may attend at the in-network rate, subject to availability.	4
	<b>Face-to-Face PL@NTN:</b> Registration for New Tech School staff members to attend face-to-face Professional Learning @ NTN opportunity (e.g., NTN Convenings, Site Institutes, and other NTN Services to be determined) at a New Tech Network school or schools.	6
	<b>Virtual PL@NTN:</b> Access to all Professional Learning @ NTN virtual opportunities (e.g., Workshops, To-go Learning, and other NTN Services to be determined).	Unlimited for each New Tech staff member



## Exhibit A Services

<b>Year 4</b> <b>July 1, 2018 -</b> <b>June 30, 2019</b>	<b>New Tech Annual Conference (NTAC):</b> Event Registration, including differentiated school support.	10
	<b>Leadership Summit:</b> Registration for New Tech Principal/Director and thought partner(s). <i>Total number of registrations for the year</i> may be applied at any Leadership Summit (as of contract signing date, currently offered two times per school year). Additional participants may attend at the in-network rate, subject to availability.	4
	<b>Face-to-Face PL@NTN:</b> Registration for New Tech School staff members to attend face-to-face Professional Learning @ NTN opportunity (e.g., NTN Convenings, Site Institutes, and other NTN Services to be determined) at a New Tech Network school or schools.	7
	<b>Virtual PL@NTN:</b> Access to all Professional Learning @ NTN virtual opportunities (e.g., Workshops, To-go Learning, and other NTN Services to be determined).	Unlimited for each New Tech staff member

### School Coaching Services, After opening of New Tech school

Coaching services, including Coaching Visits (both onsite and virtual), wrap-around Planning and Follow-up Support, and Travel, are established in the table below. New Tech Network will annually provide the School with a schedule of coaching services based on the School's needs.

#### Coaching Days

**On-Site Coaching Visits:** An intensive learning and sense-making experience in which a New Tech Coach visits the school in-person to work directly with staff members to gather data, support staff needs, and co-develop next steps in service of continual organizational growth and individual capacity building. The experience may include some or all of the following: one-on-one coaching, small group or whole group meetings, customized professional development, student focus groups, and observations. A single on-site coaching visit reflects a total of 4.5 days of NTN support (1 on-site day, 1.5 days of planning, 1 day of follow-up, and 1 day of travel).

**Virtual Coaching Visits:** Each virtual coaching visit is the equivalent of one on-site day and may be chunked into 2-3 hour segments spread out over multiple days. Like on-site visits, virtual coaching visits are designed to be intensive learning and sense-making experiences in service of gathering data, supporting needs, and co-developing next steps. The experience may include some or all of the following: one-on-one coaching, small group or whole group meetings, customized professional development, student focus groups, and observation. The School site is responsible for providing the meeting location(s) and appropriate technology to fully engage with virtual support. A single virtual coaching visit reflects a total of 3.5 days of NTN support (1 virtual day, 1.5 days of planning, and 1 day of follow-up).

**Remote Planning and Follow-up Support:** Remote planning and follow-up support describes coaching and support interactions that happen leading up to, in between, and in the wake of on-site or virtual visits and is represented in the 1.5 days of planning and 1 day of follow-up support built into each visit as described above.

*Examples:* This is not intended to be an exhaustive list of activities for this category of support. Supports may include some or all of the following:

- Project feedback and tuning
- Participation in small team meetings
- Project ideation and development
- Check-ins with leadership
- Ongoing problem-solving related to implementation
- Co-designing culture supports
- Co-planning professional development and staff meetings via phone calls, emails, texts, and video conferencing with Directors and teachers.





## Exhibit A Services

### Coaching Visit Schedule:

#### On-Site Coaching: \*

Year 1: 5 Days On-Site (22.5 Days Total)  
 Year 2: 4 Days On-Site (18 Days Total)  
 Year 3: 4 Days On-Site (18 Days Total)  
 Year 4: 2 Days On-Site (9 Days Total)

#### Virtual Coaching: \*

Year 1: 1 Day Virtual (3.5 Days Total)  
 Year 2: 2 Days Virtual (7 Days Total)  
 Year 3: 2 Days Virtual (7 Days Total)  
 Year 4: 1 Day Virtual (3.5 Days Total)

*\*District may purchase additional coaching services, pending availability, for a fee determined by New Tech Network.*

### NTN Technology, After opening of New Tech school

NTN Echo, a Learning Management System (LMS), is an innovative online learning platform that enables School staff, students and parents to effectively manage the project-based learning (PBL) environment.

- Access for the number of users indicated in the table below to NTN Echo, including students, School and District staff, and parents.
- District may purchase additional user access to NTN Echo for an additional cost to be determined by New Tech Network.
- Components of NTN Echo include curriculum and gradebook tools designed specifically for the project-based learning environment; calendars, group interaction tools; resource sharing and other “education friendly” social functionality; reporting tools; and a robust project library. NTN Echo integrates with Google Apps at the discretion of the School at no additional cost.
- New Tech Network provides NTN Echo training and support for the School's Echo Tech Manager who will serve as the primary point of contact and technology support for School staff.

#### Echo User Access:

2016-17	2017-18	2018-19	2019-20
120	210	280	340

#### Echo Training and Support

- Pre-implementation and ongoing training for School staff and administrators
- Echo Support Desk provides support documentation available to students, staff, and parents
- Echo Tech Manager training focused on: creating and managing user accounts, creating courses, managing SIS integrations (if applicable), managing domain settings such as colors, themes, and welcome page, and accessing Echo support.

### Data Services

NTN School Data Reporting: NTN continues to develop tools that collect and report on critical data beyond test scores. This data helps the School measure both the quality of instruction and culture on campus and the success of graduates.

District agrees to cause School to:

- Participate in NTN's annual collection efforts, including, without limit, collection and submission of 1) demographic data (e.g., enrollment, teacher experience data), 2) program data (e.g., thematic focus, internship participation), 3) achievement results (e.g., state test results, graduation rates, etc.), 4) college readiness results (e.g., SAT/ACT results), and 5) behavioral indicators (e.g., attendance, dropout rates). Data will be collected by NTN annually in the fall of each school year. Additionally, formative data may be collected by NTN periodically at different points in the year.



## Exhibit A Services

- Schools that participate in third party research activities agree to share these results with NTN.
- Participate in efforts to track students' college enrollment, persistence and graduation through National Student Clearinghouse by submitting a roster of high school graduates each year following graduation. The roster will include student name, birthdate, and high school graduation date, which are considered directory information (allowed to disclose) according to FERPA.
- Participate in network wide assessments and pilot programs, as opportunities arise with NTN, such as the College Work Readiness Assessment

NTN supports schools in understanding its work and communicating successes by providing and interpreting data to create sustainable college readiness for all students.

NTN data services to School and District includes:

- Provide information on the size, demographics, and health of network.
- Provide opportunities for schools to learn about school culture.
- Provide information to high schools who have graduated a freshman class on college enrollment and persistence through the National Student Clearinghouse.
- Communicate to schools other opportunities that arise and are deemed an appropriate fit including case studies, external research activities, and participation in the College Work Readiness Assessment.

### **NTN Certification (Years 2-4), After opening of New Tech school**

#### **Developmental Pathways for Teachers and Schools:**

- Opportunity for staff members to be designated as New Tech Network Certified Teachers. NTN will identify and recognize teachers who exemplify quality facilitation and curriculum design. The process includes the use of tools for self-reflection, feedback on curriculum and facilitation practices, and a specific push for growth toward a high bar of expectations around responsiveness to student needs. Part of the process involves submission of student work given NTN's attentiveness to student outcomes and the teaching and learning that will elicit those outcomes.
- Opportunity for New Tech Network Certified Teachers to be designated as New Tech Network Certified Trainers. NTN will develop teacher-leaders as instructional coaches to insure long-term school and network health, sustainability, and adaptability. NTN Certified Trainers will develop the skills and knowledge to lead the learning of others.
- Opportunity for School to be certified as a New Tech Network Demonstration Site. NTN Demonstration Sites are held to high standards regarding their status as adaptive learning organizations. Criteria will be made available at the time of application.

New Tech Network reserves the right to amend the process, scope, duration, and availability of NTN Certification Professional opportunities on a yearly basis.

### **Additional Services Based Upon Performance, After opening of New Tech school**

- NTN will regularly monitor and assess implementation success against the School Success Rubric and provide recommendations around support and differentiated services.
- In some cases (i.e. high staff turnover, missed training, etc.), New Tech Network will recommend additional coaching or support services at additional cost to School or District. Typically, additional fees will not exceed 10% of the following year's fee (or, 10% of the prior year's fee in the last year of the Agreement) except in extreme circumstances, including without limit, 50% or more staff turnover at School or a change of School leadership.

# High School Commitment Criteria

Exhibit B

Schools implementing the NT approach agree to meet the following requirements to ensure successful school implementation.

		Desired Student Outcomes	Required	Recommended
Cultural Outcomes	Connected	<ul style="list-style-type: none"> <li>Students have positive relationships with adults and peers in the school community and feel a sense of belonging.</li> <li>Students feel emotionally and physically safe, feel accepted “being themselves,” can take courageous risks, and will be supported if they fail.</li> <li>Students feel empowered to contribute positively to the community and take on leadership roles. They feel trusted and trust others to be respectful and responsible.</li> </ul>	<ul style="list-style-type: none"> <li><b>Connected Learning Environment:</b> School will create a connected learning environment through limiting size, developing academies or designing intentional advisory structures.</li> <li><b>Admission Policy:</b> School will have a non-selective admission policy. District will work to ensure that the student population reflects the overall make-up and achievement level of existing feeder schools.</li> <li><b>Dedicated Staff:</b> Teachers and principals are full-time employees of the New Tech School and will not have their assignments shared with other schools.</li> <li><b>Collaborative Learning:</b> Staff has dedicated time (weekly or biweekly) to meet, collaborate and discuss curriculum and teaching strategies through Critical Friends or other protocols.</li> </ul>	<ul style="list-style-type: none"> <li><b>Implementation Process:</b> School will start year one with no more than 2 grade levels. One grade level will be added during each successive year of implementation.</li> <li><b>Learning Environments:</b> New Tech classrooms, furniture and collaborative spaces allow for collaboration and flexibility.</li> <li><b>School Facilities:</b> New Tech school will have appropriate signage, separate entrance/ exit, etc. for recognition as a unique site.</li> </ul>
	Engaged	<ul style="list-style-type: none"> <li>Students value and are excited about the work they are doing and are interested in how it relates to the work of others.</li> <li>Students are often innovative and creative, deriving unique solutions to problems, and defend their ideas and conclusions with enthusiasm.</li> <li>Students regularly seek out interactions with adults and experts in a professional manner as part of the learning process.</li> </ul>	<ul style="list-style-type: none"> <li><b>Start-Up Training:</b> Principal/ Director is hired by January of the year prior to school start and able to attend Leadership Residency.</li> <li><b>NTN Network Training:</b> Staff will participate in all NTN training events.</li> <li><b>Travel:</b> District will provide funding for staff to travel to all regional and national training events.</li> <li><b>Staffing:</b> All staff is hired prior to and is able to attend NTN Teacher Residency (March- April) and NTN101 - New Schools Training (June/July).</li> <li><b>IT Administrator Training:</b> Designated IT Administrator will attend New Schools Training (June/July prior to the school opening) to provide staff technology support.</li> <li><b>Community Involvement:</b> PBL Units require students regularly seek out interactions with adults and community experts.</li> <li><b>Team Taught and Cross-Curricular Integration:</b> School has at least one integrated, team taught course in each grade level. Team-taught, integrated courses will not have more than 55 students.</li> </ul>	<ul style="list-style-type: none"> <li><b>NTN Teacher/ Trainer Certification:</b> School has 1-2 staff members participate in certification programs per year after Year 1, with a goal of 25% of staff certified as NTN Teachers by Year 4.</li> <li><b>Network Collaboration:</b> Staff participates in NTN initiatives, such as advisory, improvement networks, design groups, webinars, and other remote networking opportunities.</li> <li><b>Teaching Schedule:</b> NT staff will teach no more than three courses that require a unique prep in any one semester.</li> <li><b>Team Taught and Cross-Curricular Integration:</b> If course offerings and staffing allow for a successful pairing of courses, school offers 2 or more integrated, team taught courses in each grade level.</li> <li><b>Additional Graduation Experiences:</b> All students complete an internship, portfolio, service learning, and job shadowing or career exposure by the end of high school.</li> </ul>
	Challenged	<ul style="list-style-type: none"> <li>Students have the capacity to successfully complete authentic, complex, and rigorous tasks that require active exploration, higher-order thinking, and application of what they have learned.</li> <li>Students evaluate the quality of their work against authentic discipline or industry standards in formal publications, exhibitions, and presentations.</li> </ul>	<ul style="list-style-type: none"> <li><b>PBL:</b> All courses will implement Project and/or Problem Based Learning as the primary instructional methodology. Students receive ongoing feedback and engage with community/business partners.</li> <li><b>College Readiness:</b> Each student will graduate having taken the courses necessary to be admitted to a 4-year state college</li> <li><b>Leadership:</b> School has a defined instructional leader (principal, director, assistant principal) that leads, with staff, the development of the school as a learning organization.</li> <li><b>Full-day Program:</b> All students take all core courses, and a majority of electives, through the New Tech School.</li> <li><b>IT Administrator:</b> At a minimum, District will provide part-time IT administrator position to provide technology support ensuring that network connectivity is maintained at 95%.</li> </ul>	<ul style="list-style-type: none"> <li><b>Principal Selection:</b> NTN plays an advisory partner role and/or NTN materials are used in principal selection and approval.</li> <li><b>Staffing Autonomy:</b> School Principal/ Director will have significant hiring autonomy from involuntary transfers from other schools.</li> <li><b>Evaluation:</b> Hiring and assessment procedures will reflect the specific requirements of the model.</li> </ul>



# High School Commitment Criteria

Exhibit B

Schools implementing the NT approach agree to meet the following requirements to ensure successful school implementation.

		Desired Student Outcomes	Required	Recommended
Learning Outcomes	Knowledge	<ul style="list-style-type: none"> <li>Students demonstrate a mastery of core knowledge across all discipline areas (as defined by state and national standards).</li> <li>Students easily make sophisticated connections and find patterns between and among discipline areas.</li> <li>Students demonstrate the ability to understand and utilize the knowledge and skills of a discipline to reason, problem-solve, and develop sound arguments or decisions.</li> </ul>	<ul style="list-style-type: none"> <li><b>Technology:</b> 1:1 student to networked computer ratio in all classrooms.</li> <li><b>Computers:</b> Meet or exceed the minimum technical specifications set forth in Echo™ Technology Requirements and Recommendations document.</li> <li><b>School Network Capacity:</b> School will have a fully functioning network enabling student access to the Internet with 99% uptime.</li> <li><b>Echo Use:</b> Staff fully implements the New Tech Learning Management System (Echo™) for project planning and staff learning structures.</li> <li><b>Email Accounts:</b> Staff and students must have email accounts. Accounts for staff and students must be in the same domain, and that domain must be unique to the school.</li> <li><b>Access:</b> District will provide sufficient Internet bandwidth as well as an Internet browser supported by NTN (defined in Echo™ Technology Requirements and Recommendations).</li> </ul>	
	Skills	<ul style="list-style-type: none"> <li>Student writing is clearly and consistently organized, fully developed, fluent, and generally free from errors, as appropriate to the discipline.</li> <li>Students can effectively communicate complex ideas in well organized and engaging oral presentations to a variety of audiences and for many purposes.</li> <li>Students can effectively collaborate with others on complex tasks and can adopt different roles including leadership based on group needs.</li> <li>Students demonstrate mastery of other college and career readiness skills such as creativity, innovation, technology literacy, researching, social interaction, time management, etc.</li> </ul>	<ul style="list-style-type: none"> <li><b>School-Wide Learning Outcomes:</b> Assessment strategies will reflect both content mastery and school-wide learning outcomes.</li> </ul>	
	Attributes	<ul style="list-style-type: none"> <li>Students are very confident in many settings and demonstrate the attributes of highly effective people including resilience, patience, adaptability, and persistence.</li> <li>Students see challenges as learning opportunities and believe that if they work at something, their performance will improve. They believe that they are capable of achieving at high levels across a broad spectrum of disciplines. Students regularly refine their work and reflect on their performance.</li> <li>Students demonstrate the capacity to be self-directed in making choices that will affect their current and future success while seeking the advice and guidance of trusted allies.</li> <li>Students accept the responsibility of their actions, and although they recognize external circumstances, focus on their own choices and behaviors instead.</li> </ul>	<ul style="list-style-type: none"> <li><b>Schools Facilities:</b> School has dedicated autonomous space that allows for a unique identity and culture.</li> <li><b>Learning Environments:</b> school provides ample collaborative space for students to work together in an outside of the classroom</li> <li><b>Data Sharing:</b> District and/or school will provide access to school level data so that NTN can measure ongoing achievement, performance and implementation benchmarks.</li> <li><b>NTN Reporting:</b> School participates in NTN Culture Survey once yearly to gauge school and student culture. School takes active measures to respond to the findings.</li> </ul>	<ul style="list-style-type: none"> <li><b>Technology plan:</b> School/ district will maintain a technology plan that details disaster recovery contingencies for continued student access in addition to a periodical technology refresh cycle.</li> <li><b>Security:</b> District will make firewall/proxy accommodations to allow staff access to a desktop videoconferencing tool (such as Skype) for remote coaching purposes.</li> <li><b>Unique School Name and School Code:</b> Co-located and stand-alone school will have its own identity, with a unique school name and state school code. If the district is unable to assign a separate school code, the district will develop reporting processes for NTN that flag NT students and enable NTN and the NT school to track student performance.</li> <li><b>NTN Reporting:</b> School participates in CWRA, ACT/SAT, National Student Clearinghouse, Youth Truth survey, Student Exit Survey, Alumni Survey, or other assessment tools as available. The school also tracks all necessary data elements, including student demographics, student academic achievement, and student participation in internships, dual enrollment, college applications and acceptances. NTN will provide a data template and calendar of data collection windows in advance so that schools know how to prepare.</li> </ul>

# NTN SCHOOL SUCCESS RUBRIC

## LEARNING OUTCOMES (What knowledge, skills, and attributes every graduate should demonstrate)

	NOT YET SUCCESSFUL	PARTIALLY SUCCESSFUL	SUCCESSFUL	HIGHLY SUCCESSFUL
KNOWLEDGE	<p>Students demonstrate significant gaps in their knowledge in multiple discipline areas.</p> <p>-----</p> <p>Students understand facts in isolation and rarely make connections between disciplines.</p> <p>-----</p> <p>Students are unable to understand and utilize the knowledge and skills of a discipline to reason, problem-solve, and develop sound arguments or decisions.</p>	<p>Students demonstrate proficient knowledge in most disciplines (as defined by state and national standards).</p> <p>-----</p> <p>Students make simple connections and find rudimentary patterns within and among discipline areas.</p> <p>-----</p> <p>Students have a rudimentary ability to apply the knowledge and skills of a discipline to reason, problem-solve, and develop sound arguments or decisions.</p>	<p>Students demonstrate a mastery of core knowledge across all discipline areas (as defined by state and national standards).</p> <p>-----</p> <p>Students easily make sophisticated connections and find patterns between and among discipline areas.</p> <p>-----</p> <p>Students demonstrate the ability to understand and utilize the knowledge and skills of a discipline to reason, problem-solve, and develop sound arguments or decisions.</p>	<p>In addition, students demonstrate a specialized knowledge in one or more disciplines that are of interest.</p> <p>-----</p> <p>In addition, students can identify the limits of their knowledge, understand how that might affect their thinking, and plan further learning.</p>
SKILLS	<p>Student writing is disorganized and shows limited control of conventions.</p> <p>-----</p> <p>Students cannot effectively communicate ideas orally.</p> <p>-----</p> <p>Students cannot effectively collaborate with others on complex tasks.</p> <p>-----</p> <p>Students demonstrate significant gaps in their ability with other college and career readiness skills.</p>	<p>Student writing is somewhat organized but insufficiently developed and shows fairly consistent control of conventions.</p> <p>-----</p> <p>Students can effectively communicate simple information in rudimentary oral presentations.</p> <p>-----</p> <p>Students can effectively collaborate with others on simple, short-term tasks.</p> <p>-----</p> <p>Students demonstrate rudimentary development of other college and career readiness skills such as creativity, technology literacy, researching, social interaction, time management, etc.</p>	<p>Student writing is clearly and consistently organized, fully developed, fluent, and generally free from errors, as appropriate to the discipline.</p> <p>-----</p> <p>Students can effectively communicate complex ideas in well organized and engaging oral presentations to a variety of audiences and for many purposes.</p> <p>-----</p> <p>Students can effectively collaborate with others on complex tasks and can adopt different roles including leadership based on group needs.</p> <p>-----</p> <p>Students demonstrate mastery of other college and career readiness skills such as creativity, innovation, technology literacy, researching, social interaction, time management, etc.</p>	<p>In addition, student writing is engaging, colorful, stimulating, entertaining, or thought provoking.</p> <p>-----</p> <p>In addition, students can thoughtfully use humor, propaganda techniques, and drama to enhance their message.</p> <p>-----</p> <p>In addition, students effectively manage and motivate others to maximize team success.</p> <p>-----</p> <p>In addition, students demonstrate a developing mastery of career-specific skills in a field that interests them.</p>
ATTRIBUTES	<p>Students lack confidence and demonstrate few attributes of highly effective people including a persistence, flexibility, and patience.</p> <p>-----</p> <p>Students avoid challenges, believing that they are good in some disciplines, not good in others, and that working harder will have little effect on that.</p> <p>-----</p> <p>Students are passive when faced with choices that will affect their current and future success and rely on direction from others to chart their path.</p> <p>-----</p> <p>Students view themselves as victims of circumstance and take little responsibility for what happens to them, attributing their success and failure to the actions of others.</p>	<p>Students are confident in some settings and demonstrate some attributes of highly effective people including resilience, patience, adaptability, and persistence.</p> <p>-----</p> <p>Students believe that if they work at something, their performance will improve, but avoid significant challenges and do not regularly revise their work once completed or reflect on how to improve.</p> <p>-----</p> <p>Students show some capacity to actively make choices that will affect their current and future success but still rely heavily on external direction.</p> <p>-----</p> <p>Students are able to describe how their choices lead to their success or failure but often deflect consequences (especially negative ones) to the actions of others.</p>	<p>Students are very confident in many settings and demonstrate the attributes of highly effective people including resilience, patience, adaptability, and persistence.</p> <p>-----</p> <p>Students see challenges as learning opportunities and believe that if they work at something, their performance will improve. They believe that they are capable of achieving at high levels across a broad spectrum of disciplines. Students regularly refine their work and reflect on their performance.</p> <p>-----</p> <p>Students demonstrate the capacity to be self-directed in making choices that will affect their current and future success while seeking the advice and guidance of trusted allies.</p> <p>-----</p> <p>Students accept the responsibility of their actions, and although they recognize external circumstances, focus on their own choices and behaviors instead.</p>	<p>In addition, students build the confidence and capacity of others to be highly effective.</p> <p>-----</p> <p>In addition, students engage with peers and mentors in formal and informal settings outside of the classroom and school settings to give and receive feedback, exchange ideas, and push their personal development in areas of interests to them.</p> <p>-----</p> <p>In addition, students “lean in” to their futures by taking leadership roles and seeking opportunities for growth. They understand and act on the value of standing up rather than standing by.</p> <p>-----</p> <p>In addition, when in a leadership role, students demonstrate responsibility for the actions of their peers and team members.</p>

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# NTN SCHOOL SUCCESS RUBRIC

## CULTURAL OUTCOMES (what students should experience in the learning environment)

	NOT YET SUCCESSFUL	PARTIALLY SUCCESSFUL	SUCCESSFUL	HIGHLY SUCCESSFUL
CONNECTED	<p>Students feel anonymous or disconnect from the school community.</p> <p>-----</p> <p>Students feel physically or emotionally unsafe on campus.</p> <p>-----</p> <p>Students engage in disruptive and antisocial behaviors.</p>	<p>Students feel connected with a small group of friends.</p> <p>-----</p> <p>Students feel mostly safe while on campus but may not feel trusted or respected.</p> <p>-----</p> <p>Students comply with rules and do not engage in disruptive or antisocial behavior.</p>	<p>Students have positive relationships with adults and peers in the school community and feel a sense of belonging.</p> <p>-----</p> <p>Students feel emotionally and physically safe, feel accepted "being themselves," can take courageous risks, and will be supported if they fail.</p> <p>-----</p> <p>Students feel empowered to contribute positively to the community and take on leadership roles. They feel trusted and trust others to be respectful and responsible.</p>	<p>In addition, students contribute proactively and positively in the local community, taking leadership roles and working to make a difference.</p> <p>-----</p> <p>In addition, students have a sense of responsibility to ensure that everyone on campus feels the same way.</p> <p>-----</p> <p>In addition, students work to empower others by recognizing individuals' strengths and encouraging others to succeed.</p>
ENGAGED	<p>Students do not see the value in the work they are doing.</p> <p>-----</p> <p>Students are not innovative or creative and tend to do the minimum to get by.</p> <p>-----</p> <p>Students rarely interact with adults or experts as part of the learning process.</p>	<p>Students see the value of the work they are doing.</p> <p>-----</p> <p>Students are innovative or creative in certain disciplines of personal interest.</p> <p>-----</p> <p>Students interact with few adults or experts as part of the learning process.</p>	<p>Students value and are excited about the work they are doing and are interested in how it relates to the work of others.</p> <p>-----</p> <p>Students are often innovative and creative, deriving unique solutions to problems, and defend their ideas and conclusions with enthusiasm.</p> <p>-----</p> <p>Students regularly seek out interactions with adults and experts in a professional manner as part of the learning process.</p>	<p>In addition, students return to earlier work and continue to improve it.</p> <p>-----</p> <p>In addition, students share or present their innovations and creations to audiences unrelated to school.</p> <p>-----</p> <p>In addition, students form working relationships with adults and experts in the course of learning.</p>
CHALLENGED	<p>Students are capable of completing short, simple, inauthentic tasks that require little higher-order thinking.</p> <p>-----</p> <p>Students do not use any measures to evaluate the quality of their work.</p>	<p>Students show some capacity to complete longer, more authentic tasks requiring higher-order thinking and application of what they have learned.</p> <p>-----</p> <p>Students evaluate the quality of their work against a set of standards and present their work to teachers and peers.</p>	<p>Students have the capacity to successfully complete authentic, complex, and rigorous tasks that require active exploration, higher-order thinking, and application of what they have learned.</p> <p>-----</p> <p>Students evaluate the quality of their work against authentic discipline or industry standards in formal publications, exhibitions, and presentations.</p>	<p>In addition, students can design and manage complex tasks that reflect an authentic need or area of interest.</p> <p>-----</p> <p>In addition, students submit their work to academic or professional organizations for review.</p>

## COLLEGE\* AND CAREER OUTCOMES (What students need to enter and be successful in postsecondary learning opportunities)

	NOT YET SUCCESSFUL	PARTIALLY SUCCESSFUL	SUCCESSFUL	HIGHLY SUCCESSFUL
AWARE	<p>Students do not expect to attend college, have done little formal planning for postsecondary education or financial aid, and cannot articulate a thoughtful career path.</p>	<p>Students are aware of some postsecondary options but are unsure about attending college. They have done some preliminary research into postsecondary and financial aid options and have only a rudimentary career path.</p>	<p>Students expect to attend college; have thoroughly researched postsecondary options, financial aid, and career paths; and have applied to several organizations that meet their learning and career objectives.</p>	<p>In addition, students have planned for and prepared options in case they do not get into their chosen school or program.</p>
ELIGIBLE	<p>Students are not enrolled in courses that meet the minimal requirements for 4-year college eligibility which severely limits their post-secondary options.</p>	<p>Students are enrolled in courses that meet the minimal requirements for 4-year college eligibility, but are not successful which limits their post-secondary options.</p>	<p>Students meet course requirements needed for 4-year college eligibility and therefore have a variety of options for post-secondary learning.</p>	<p>In addition, students have been accepted into a formal post-secondary program of learning or have made a clear case for pursuing a different path to meet their learning and career objectives.</p>
PRE-PARED	<p>Students presently lack significant amounts of the knowledge, skills, or attributes needed to be successful in college.</p>	<p>Students have the knowledge, skills, and attributes needed to be successful in college in most areas but may need to take some remedial course work.</p>	<p>Students have the knowledge, skills, and attributes needed to be successful in college without having to take remedial courses.</p>	<p>In addition, students are successful in college level coursework while still enrolled in high school.</p>

\* For the purposes of this document, the term "college" refers to a broad range of formal postsecondary experiences that further a person's learning in preparation for a career and lead to a certificate or a degree. In addition to traditional 2- and 4-year college experiences, many technical or trade school experiences and the military could serve as a "college" experience.

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Exhibit D  
**Fee Schedule**

Phase	Fee Amount	NTN Invoice Date
Planning & Start up support	\$49,000	Upon receipt of signed contract
Year 1 support	\$94,200	July 1, 2016
Year 2 support	\$99,400	July 1, 2017
Year 3 support	\$101,600	July 1, 2018
Year 4 support	\$90,200	July 1, 2019
Total NTN fees not to exceed*	\$434,400	

\* With the exception of “make-up” training, supplemental attendees at professional development events, additional coaching or other services or as set forth herein, the fees set forth in the payment schedule above represent the maximum fees payable to New Tech Network for each year in the Agreement. At New Tech Network’s option, certain of the fees set forth above may be reduced if New Tech Network determines, in its sole discretion, that the School exceeds benchmarks established by New Tech Network.

To insure successful implementation, the District and School will make every effort for staff to participate in New Tech Network training events. District is responsible for additional costs for training staff unable to attend scheduled New Tech Network professional development events.

District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel cost, personal expenses, and meals not covered by New Tech Network.



New Tech Network

**Please complete District invoicing information:**

District Name	
Accounting Contact	
Title	
Street Address	
City, State, Zip	
Email address	
Phone number	
Fax number	

**Please indicate your preferred delivery method of NTN invoices:**

☐ Mail ☐ Email ☐ Fax

**Purchase Orders:**

Are purchase orders required in your district prior to paying invoices? ☐ Yes ☐ No

If yes, please identify point of contact to initiate purchase order request (if different than above).

Contact	
Title	
Email address	
Phone number	