

MT. DIABLO UNIFIED SCHOOL DISTRICT
 1936 Carlotta Drive
 Concord, CA 94519

**AGREEMENT BETWEEN
 MT. DIABLO UNIFIED SCHOOL DISTRICT
 AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 1 day of July, 2014, by and between the Mt. Diablo Unified School District (hereinafter "District") and New Technology Network, LLC (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ <u>153,901.00</u> for Services	<u>289 - 0917 - 37 - 5800</u>	\$ <u>100,000.00</u>
The basis of the fee for Services shall be as follow	<u>289 - 0930 - 37 - 5800</u>	\$ <u>50,000.00</u>
a. \$ _____ per hour,	<u>000 - 0917 - 10 - 5800</u>	\$ <u>3,901.00</u>
b. \$ _____ per day, or	BUDGET CODE(S)	
c. \$ _____ per engagement.		

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 7/1/14. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit ____ prior to commencing work under this Agreement.

6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Purchase Requisition # _____

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: _____

Other: _____

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent

General Counsel

- 9. **Ownership of Designs and Plans.** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

Name: New Technology Network, LLC
Attn: Tim Presiado, Interim President
Address: 1250 Main Street, Suite 100
Napa, CA 94559
Phone: 626-607-7179
Fax: 800-856-7038
Tax ID #: 31-1321973

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

Purchase Requisition # _____

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Name of Company/Organization or Independent Contractor/Consultant

By: _____
Signature of Principal/Budget Administrator Date

By: _____
Signature of Contractor/Consultant Date

Title: Ean Ainsworth, Principal Valley View
Print Name and Title

Title: _____
Print Name and Title

Authorized and Approved by:



Superintendent or Designee Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

Valley View

Originator's Signature Date

Site/Department Originating this Contract

Ean Ainsworth, Principal Valley Middle
Print Name of Originator and Title

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

<i>Distribution</i>
<i>original: Fiscal Services for payment</i>
<i>copy: Contractor</i>
<i>copy: Originator/Budget Administrator</i>

EXHIBIT A

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE**

Please see Exhibit A Services, Page 14-16 of New Tech Contract for detailed list of services for July 1, 2014 - June 30, 2015.

EXHIBIT B

Contractor REQUIRED to Complete


CRIMINAL BACKGROUND CHECK CERTIFICATION

Mt. Diablo Unified School District
Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:		New Tech Network, LLC
Services to be performed under the Agreement:		
Schools/Locations where services will be performed:		Valley View Middle School
Total amount to be paid by the District under this Agreement:		\$ 153,901.00
Term of Agreement:		July 1, 2014 - June 30, 2015
<i>Check the applicable box(es) and fill in any blanks.</i>		
1	<input checked="" type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A		If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B		I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

Independent Contractor/Consultant Signature	 Superintendent or Designee's Signature
Print Name _____ Date _____ Independent Contractor/Consultant	Print Name _____ Date _____ Superintendent or Designee's Signature



KNOWFOU-01

KSTRIMPE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1 W. 4th Street, Suite 1300 Cincinnati, OH 45202	CONTACT NAME: Kathy Trimpe
	PHONE (A/C, No, Ext): (513) 977-3100 FAX (A/C, No):
	E-MAIL ADDRESS: kathy_trimpe@ajg.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Cincinnati Insurance Company NAIC # 10677
	INSURER B: Hartford Fire Insurance Company NAIC # 19682
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
 KnowledgeWorks Foundation EdWorks Inc.; EdWorks LLC
 New Technology Network LLC
 One West Fourth St Ste 200
 Cincinnati, OH 45202

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CPP0816001	12/30/2013	12/30/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	CPP0816001	12/30/2013	12/30/2014	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	33WECZG9973	09/30/2013	09/30/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate Holder is included as Additional Insured. 30 days notice of cancellation					

CERTIFICATE HOLDER**CANCELLATION**

Mt. Diablo Unified School District
 1936 Carlotta Avenue
 Concord, CA 94519-1937

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas R. Dietz

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION OR NONRENEWAL BY US
NOTIFICATION TO A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
EXCESS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**

SCHEDULE

Name and mailing address of person(s) or organization(s):

Mt. Diablo Unified School District
1936 Carlotta Avenue
Concord, CA 94519-1937

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.



KNOWFOU-01

KSTRIMPE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1 W. 4th Street, Suite 1300 Cincinnati, OH 45202	CONTACT NAME: Kathy Trimpe
	PHONE (A/C, No, Ext): (513) 977-3100 FAX (A/C, No):
	E-MAIL ADDRESS: kathy_trimpe@ajg.com
	INSURER(S) AFFORDING COVERAGE
INSURED KnowledgeWorks Foundation EdWorks Inc.; EdWorks LLC New Technology Network LLC One West Fourth St Ste 200 Cincinnati, OH 45202	INSURER A: Cincinnati Insurance Company NAIC # 10677
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers			BCP8677349	09/01/2013	09/01/2014	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
"Non-Profit Directors & Officers Liability"

CERTIFICATE HOLDER Mt. Diablo Unified School District 1936 Carlotta Avenue Concord, CA 94519-1937	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Thomas R. Dietz</i>
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New Tech Network

NEW TECH SCHOOL AGREEMENT

This New Tech School Agreement (“Agreement”) is effective as of the 28th day of February, 2014 between **NEW TECHNOLOGY NETWORK, LLC**, an Ohio non-profit limited liability company (“New Tech National”), and the Board of Education of **MT. DIABLO UNIFIED SCHOOL DISTRICT**, a California Public School District (“District”).

RECITALS

A. New Tech National (sometimes referred to as NTN in the Exhibits) offers a school education program (the “NTHS 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 **Valley View Middle School** (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 NTHS Model (the “New Tech Network”).

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

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

E. New Tech National’s grant of applicable licenses and provision of services to District, in connection with the NTHS Model, contributes importantly to the furtherance of New Tech National’s charitable and educational mission. As part of New Tech National’s charitable and educational mission, New Tech National seeks to continually improve the NTHS 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 National 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 NTHS Model as described in this Agreement, (ii) the website(s) and software related to the NTHS 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 National (collectively, “New Tech Learning Platform”); and (iv) the New Tech National trade and service marks (“Marks”) in accordance with the Trademark Usage Policy provided by New Tech National 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 NTHS Model, NTN Technology and New Tech Learning Platform are collectively referred to in this Agreement as the “New Tech Platform.” New Tech National 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 National will provide services to District to assist District in developing and implementing the NTHS 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 National 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 National uses commercially reasonable safeguards, commonly used by organizations similar in size and product line to New Tech National, when transmitting and receiving data to and from the District. Even so, District acknowledges that New Tech National 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 National 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 National (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 National, including, without limitation, training, implementation and other consulting services related to District’s or New Tech School’s implementation of the NTHS 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 National makes no representations or warranties, whether or not such Third Party Services are approved, utilized, recommended or otherwise promoted by New Tech National. New Tech National 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 National 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 National 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, except that, if New Tech provides any records or data to the Third Party without the knowledge of District, New Tech will inform the Third Party of the provisions of 34 CFR sec. 99.33 requiring that confidential student information disclosed will not be further disclosed any other party without the prior consent of the parent or eligible student.

(e) *Suspension of Access.* District agrees that New Tech National 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 National 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 National or others (each, a "Suspension"). In the event of a Suspension, New Tech National 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 National 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 National all amounts due to New Tech National 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 National'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 National with an understanding of how District intends to address facilities, technology, staffing, and funding for its New Tech School. New Tech National 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 National accepts District's deliverables. Should District be required to revise and resubmit any deliverables to New Tech National, then such time as required for District to revise and New Tech National 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 NTHS Model and the principles and guidelines for the same as provided to District, from time to time, by New Tech National. District commits to use its best efforts to attain in all categories at least the status of "emerging" (and with the goal of attaining in all categories the status of "advanced") 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 National may terminate this Agreement or, in its discretion, require that District undertake, at District's expense, certain remedial actions and measures. New Tech National 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 National, its NTHS Model and the Marks.

(e) *Data Collection.* District will permit New Tech National 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 NTHS 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, and for the purpose of publication in the education field.

(f) *District Input.* District will promptly notify New Tech National should District identify any problems or issues with the NTHS 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 National 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 National 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 National 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 National, existing and future users or contributors to the New Tech Platform, and any other New Tech National 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 NTHS 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 E is an agreed schedule for payment of compensation by District for the Services and the License.

(b) *Payment.* District will pay New Tech National in accordance with the schedule set forth in Exhibit E 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 National 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 National 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 National 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 National 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 National.

(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 National upon the request of New Tech National, 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 National (at New Tech National's expense) in New Tech National's efforts to secure, vest, protect, record, further document or register such assignment and New Tech National'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 National.

(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 National 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 National education records maintained by the District for students at the New Tech School, that include personally identifiable information, as defined by FERPA (“Protected Student Data”). For purposes of clarity, Protected Student Data does not include those education records shared with New Tech national 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 National. Notwithstanding the foregoing, the District will be solely responsible for: (i) obtaining any 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 National. The District will make evidence of compliance with this Section 5(a), including any required consents, available to New Tech National 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 National, it will not at any time: (i) use Confidential Information (as defined below) of New Tech National 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 National. Furthermore, the District will at all times protect New Tech National’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 National.

(2) New Tech National 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 National 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 National will use commercially reasonable means or methods to return to the District or destroy any Protected Student Data in the possession or under the control of New Tech National.

(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 National or of a

reputable third party service provider (“Database Host”) as selected by New Tech National from time to time. New Tech National 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 National by contacting New Tech National 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 National prompt notice of such requirement, cooperate with New Tech National (at New Tech National’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 National 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 National.

(d) *Required Disclosure by New Tech National.* If New Tech National becomes legally required to disclose Protected Student Data, then New Tech National 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 National 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, 2015. 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 National'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 National 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 National'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 National solely in furtherance of this Agreement and enter into no further subcontracts. New Tech National 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 National'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.

(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 National 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 National have not extended this Agreement or entered into another agreement concerning the operation of the New Tech School pursuant to the NTHS 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 National may immediately deactivate District's account and, following a period of not more than 30 days, New Tech National will be entitled to delete District's data from the Database, provided that New Tech National 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 National 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 National'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 National receives for the License or the Services provided under this Agreement.

(b) *Other Damages.* In no event will New Tech National 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 NATIONAL 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 NATIONAL 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 NATIONAL 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 California, 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 National 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 National 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 National:** Tim Presiado, tpresiado@newtechnetwork.org, 626-607-7179; **District:** Rose Lock, lockr2@mdusd.org, 925-682-8000. 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 National:	New Technology Network Attn: President 1 W. Fourth Street, Suite 200 Cincinnati, OH 45202
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If to the District:	Mt. Diablo Unified School District Attn: Superintendent 1936 Carlotta Drive Concord, CA 94518
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12. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of both District and New Tech National 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 National. New Tech National may assign this Agreement to an organization affiliated with New Tech National.

17. **Amendment.** This Agreement may be amended or modified only in a writing signed by both New Tech National and District; provided, however, that New Tech National may, from time to time, without the written consent of District, amend the terms of any of Exhibits A through D as New Tech National deems appropriate to improve the NTHS Model, the Trademark Usage Policy, the website user agreements and privacy policy. New Tech National 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 National 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 National 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 National 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 TECHNOLOGY NETWORK, LLC

By: _____

Printed: Tim Presiado

Title: Interim President

Date: _____

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: Rose C. Lock

Printed: Rose C. Lock

Title: Asst. Supt.

Date: 2/4/14

Mail two signed copies to:

New Tech Network
Attn: Tim Presiado, Interim President
1250 Main Street, Suite 100
Napa, CA 94559



Exhibit A Services

<u>Key Assumptions</u>	<p>Valley View Middle School:</p> <ul style="list-style-type: none"> 2014: 8th grade implementation: 11 staff trained + Echo accounts for staff and 260 students 						
<u>Planning</u> Prior to opening New Tech school	<ul style="list-style-type: none"> Up to 2 hosted Executive Tours for district/community planning teams to an existing local New Tech School Demonstration Site (maximum 12 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 National. On-site and virtual support for district team leadership (access to web-based planning system tools and resources, scheduled communications and feedback). Site visit by New Tech National staff to meet, plan and assess readiness with School community (facilities, technology, staffing, district and community support). 						
<u>Training</u>	<p>Each of the following events describes the number of staff designated to participate. Event costs covered by New Tech National are detailed in Exhibit E.</p> <p style="text-align: center;">January 1, 2014 – June 30, 2014</p> <ul style="list-style-type: none"> Based on availability, additional participants may attend an event for an additional cost to be determined by New Tech National. 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. <table border="1" style="width: 100%; margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Training Events Prior to School Opening</th> <th style="text-align: center;"># Participants</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Leadership Residency for New Tech principal/director and one additional thought partner.</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">Teacher Residency for New Tech principal/director and year one New Tech staff at a New Tech Network Demonstration Site.</td> <td style="text-align: center;">11</td> </tr> </tbody> </table> <p style="text-align: center;">July 1, 2014 – June 30, 2015</p> <ul style="list-style-type: none"> Membership in the New Tech Network allows staff at the School to participate in professional development events and conferences during all years of implementation. New Tech National will provide a schedule of yearly trainings and events. New Tech National reserves the right to amend the scope, duration and location of trainings and conferences on a yearly basis. Based on availability, additional participants may attend an event for an additional cost to be determined by New Tech National. Travel and lodging costs to and from trainings, events and conferences are always the responsibility of the district/organization. Selected meals will be provided for designated number of participants in all tours, trainings, events, and conferences. 	Training Events Prior to School Opening	# Participants	Leadership Residency for New Tech principal/director and one additional thought partner.	2	Teacher Residency for New Tech principal/director and year one New Tech staff at a New Tech Network Demonstration Site.	11
Training Events Prior to School Opening	# Participants						
Leadership Residency for New Tech principal/director and one additional thought partner.	2						
Teacher Residency for New Tech principal/director and year one New Tech staff at a New Tech Network Demonstration Site.	11						



Exhibit A Services

2014 – 2015 Events and Conferences		# Participants
Year 1 July 1, 2014 - June 30, 2015	New School Training (NTN 101) at New Tech Annual Conference (NTAC) for New Tech principal/director, year one New Tech staff, and Echo Tech Manager (person designated to manage Echo).	11
	School leadership development and support at the Fall and spring Leadership Summit for New Tech principal/director and thought partner.	2
	Two regional and virtual professional development events for New Tech School staff.	11
<u>NTN Services</u>	Membership in the New Tech Network of schools ("New Tech Network") includes the following benefits:	
	<u>On line Professional Development</u> Self-paced modules and webinars which address project design processes that: <ul style="list-style-type: none"> • Focus on specific content, assessment, and staff and student culture • Embed literacy and college readiness assessments • Link school wide learning outcomes directly to Common Core State Standards • Support scaffolding development within projects that build specific skills • Strengthen group facilitation • Enhance problem based learning in mathematics • Provide tools for on-line learning 	
	<u>Echo Training and Support</u> <ul style="list-style-type: none"> • Training for new school technology support personnel (connections and capacity) • Support and training offered annually for school technology support personnel • Help desk and support documentation available to students, staff, and parents • NTN Echo training for school staff and school technology managers that includes the following topics: Integrated Google Apps, Grading and gradebook (tracking class and individual student progress), Teacher content management tools, Student assignments and assessments aligned to multiple learning outcomes, Web and email notifications, Community directory and profiles, Network library of projects, Shared tools and resources, and Data export and reporting 	
	<u>NTN Certification (available in Years 2-3)</u> <ul style="list-style-type: none"> • NTN Coach will identify a teacher advocate: The primary role of the NTN Advocate is to assist with communication between the school and NTN, advocating for the needs of the school and assisting the NTN Coach with the dissemination of information and resources to the staff. • 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. • Opportunity for certified school staff 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. Schools that apply must have at least 2 Certified Trainers and over 25% of the teaching staff must be NTN Certified Teachers. All newly applying schools receive feedback from a diverse committee of NTN Coaches, with specific goals and growth targets provided in each case, based on the evidence they provide regarding the work they are doing to move students toward objectives outlined in the NTN School Success Rubric, (Exhibit C). 	



Exhibit A Services

<u>Coaching Services</u>	<p>Onsite and remote coaching services up to the amounts set out in the table below. New Tech National will annually provide the School with a schedule of coaching services based on the School's needs.</p>	
	<p><u>On site coaching days:</u>* 1-on-1 conversation, small group PD, whole staff meetings, observations, student focus groups, etc.</p> <p style="text-align: center;">Year 1: 9 days</p>	<p><u>Remote coaching days including planning, travel, follow-up, and 1:1 support:</u>* phone, chat, email, Echo and Google Docs, etc.</p> <p style="text-align: center;">Year 1: 33 days</p>
	<p><i>*District may purchase additional coaching services for a fee determined by New Tech National.</i></p>	
<u>NTN Technology</u>	<p>NTN Echo is an innovative online learning platform that enables School staff, students and parents to effectively manage the project-based learning environment.</p> <ul style="list-style-type: none"> • Access for the number of users indicated 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 National. • 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 includes integration with other programs at the discretion of the School at no additional cost. • New Tech National provides NTN Echo technical support for School IT staff. School IT staff will serve as the primary point of contact and technology support for School staff. <p style="text-align: center;">NTN Echo User Access</p>	
	<p>2014-15</p>	
	<p>260</p>	
<u>Additional services based upon performance</u>	<p><u>Schools meeting or exceeding New Tech National Benchmark expectations:</u></p> <ul style="list-style-type: none"> • New Tech National will monitor and assess implementation success based upon yearly New Tech National Benchmark assessments (see Exhibit D – NTN Yearly Benchmarks). • New Tech National may provide opportunities for School staff to request additional coaching days and/or additional seats at New Tech National trainings, events and conferences. These options will be offered based upon availability and offered at no additional cost to School or District. 	
	<p><u>Schools with identified Benchmark challenges:</u></p> <ul style="list-style-type: none"> • Within 60 days of the completion of each school year, New Tech National will provide School and District with implementation benchmark data and recommendations for additional coaching services to address the identified challenges, (such as high staff turnover). • Additional coaching services required by New Tech National may represent additional fees. 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. • If School is unable to implement additional services, New Tech National reserves the right to cancel the Agreement or re-allocate services for the following year to provide additional coaching services. 	



Exhibit B Commitment Criteria

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

	Required	Recommended
PROFESSIONAL CULTURE	<ul style="list-style-type: none"> <input type="checkbox"/> Size: School with a range of no more than 400-600 students, with a firm commitment from the district to hold enrollment level. <input type="checkbox"/> Admission Policy: 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. 	<ul style="list-style-type: none"> <input type="checkbox"/> Implementation Process: School will start year one with no more than 2 grade levels. One grade level will be added during each successive year of implementation.
PROFESSIONAL DEVELOPMENT	<ul style="list-style-type: none"> <input type="checkbox"/> Start-Up Training: Principal/ Director is hired by January of the year prior to school start and able to attend Leadership Residency. <input type="checkbox"/> NTN Network Training: Staff will participate in all NTN training events. <input type="checkbox"/> Travel: District will provide funding for staff to travel to all regional and national training events. <input type="checkbox"/> IT Administrator Training: Designated IT Administrator will attend New Schools Training (June/July prior to the school opening) to provide staff technology support. 	<ul style="list-style-type: none"> <input type="checkbox"/> NTN Teacher/ Trainer Certification: 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. <input type="checkbox"/> Network Collaboration: Staff participates in NTN initiatives, such as advisory or design groups, webinars, and other remote networking opportunities.
STAFFING	<ul style="list-style-type: none"> <input type="checkbox"/> Leadership: School will have a full-time Principal/ Director. <input type="checkbox"/> Staffing: All staff is hired prior to and is able to attend NTN Teacher Residency (March-April) and New Schools Training (June/July). <input type="checkbox"/> Dedicated Staff: Teachers and principals are full-time employees of the New Tech School and will not have their assignments shared with other schools. <input type="checkbox"/> IT Administrator: At a minimum, District will provide part-time IT administrator position to provide technology support in Year 1. Position will become full-time no later than when New Tech school has its first senior class. <input type="checkbox"/> Teaching Schedule: NT staff will teach no more than three courses that require a unique prep in any one semester. 	<ul style="list-style-type: none"> <input type="checkbox"/> Principal Selection: NTN plays an advisory partner role and/or NTN materials are used in principal selection and approval. <input type="checkbox"/> Staffing Autonomy: School Principal/ Director will have significant hiring autonomy from involuntary transfers from other schools. <input type="checkbox"/> Evaluation: Hiring and assessment procedures will reflect the specific requirements of the model. <input type="checkbox"/> Teaching Schedule: NT staff will teach no more than 2 courses that require a unique prep in any one semester.
INSTRUCTION	<ul style="list-style-type: none"> <input type="checkbox"/> PBL: 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. <input type="checkbox"/> College Readiness: Each student will graduate having taken the courses necessary to be admitted to a 4-year state college. <input type="checkbox"/> School-Wide Learning Outcomes: Assessment strategies will reflect both content mastery and school-wide learning outcomes. <input type="checkbox"/> Full-day Program: All students take all core courses, and a majority of electives, through the New Tech school. <input type="checkbox"/> Team Taught and Cross-Curricular Integration: School has at least one integrated, team taught course in each grade level. Team-taught, integrated courses will not have more than 55 students. <input type="checkbox"/> Performance Assessments: School agrees to participate fully in the NTN performance assessment process in all core areas, beginning no later than the 2014-15 school year. 	<ul style="list-style-type: none"> <input type="checkbox"/> Team Taught and Cross-Curricular Integration: 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. <input type="checkbox"/> Additional Graduation Experiences: All students complete an internship, portfolio, service learning, and at least 12 college credits prior to graduation.
FACILITIES	<ul style="list-style-type: none"> <input type="checkbox"/> Learning Environments: Team-taught classrooms are large enough and organized to support team teaching in a technology-rich environment. <input type="checkbox"/> Schools Facilities: School has dedicated autonomous space that allows for a unique identity and culture. 	<ul style="list-style-type: none"> <input type="checkbox"/> Learning Environments: New Tech classrooms, furniture and collaborative spaces allow for collaboration and flexibility. <input type="checkbox"/> School Facilities: New Tech school will have appropriate signage, separate entrance/ exit, etc. for recognition as a unique site.
TECHNOLOGY	<ul style="list-style-type: none"> <input type="checkbox"/> Technology: 1:1 student to networked computer ratio in all classrooms. <input type="checkbox"/> Computers: Meet or exceed the minimum technical specifications set forth in Echo™ Technology Requirements and Recommendations document. <input type="checkbox"/> School Network Capacity: School will have a fully functioning network enabling student access to the Internet with 99% uptime. <input type="checkbox"/> Echo Use: Students and staff fully implement the New Tech Learning Management System (Echo™). <input type="checkbox"/> Email Accounts: 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. <input type="checkbox"/> Access: District will provide sufficient Internet bandwidth as well as an Internet browser supported by NTN (defined in Echo™ Technology Requirements and Recommendations). 	<ul style="list-style-type: none"> <input type="checkbox"/> Technology plan: School/ district will maintain a technology plan that details disaster recovery contingencies for continued student access in addition to a periodical technology refresh cycle. <input type="checkbox"/> Security: District will make firewall/proxy accommodations to allow staff access to a desktop videoconferencing tool (such as Skype) for remote coaching purposes.
DATA REPORTING	<ul style="list-style-type: none"> <input type="checkbox"/> Data Sharing: District and/or school will provide access to school level data so that NTN can measure ongoing achievement, performance and implementation benchmarks. <input type="checkbox"/> NTN Reporting: School participates in NTN Culture Survey once yearly to gauge school and student culture. School takes active measures to respond to the findings. <input type="checkbox"/> Unique School Name and School Code: 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. 	<ul style="list-style-type: none"> <input type="checkbox"/> NTN Reporting: 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 what to prepare for.

NTN SCHOOL SUCCESS RUBRIC

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

Exhibit C



New Tech Network

	NOT YET SUCCESSFUL	PARTIALLY SUCCESSFUL	SUCCESSFUL	HIGHLY SUCCESSFUL
KNOWLEDGE	<p>Students demonstrate significant gaps in their knowledge in multiple discipline areas.</p> <p>Students understand facts in isolation and rarely make connections between disciplines.</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>Students make simple connections and find rudimentary patterns within and among discipline areas.</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>Students easily make sophisticated connections and find patterns between and among discipline areas.</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>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>Students cannot effectively communicate ideas orally.</p> <p>Students cannot effectively collaborate with others on complex tasks.</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>Students can effectively communicate simple information in rudimentary oral presentations.</p> <p>Students can effectively collaborate with others on simple, short-term tasks.</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>Students can effectively communicate complex ideas in well organized and engaging oral presentations to a variety of audiences and for many purposes.</p> <p>Students can effectively collaborate with others on complex tasks and can adopt different roles including leadership based on group needs.</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>In addition, students can thoughtfully use humor, propaganda techniques, and drama to enhance their message.</p> <p>In addition, students effectively manage and motivate others to maximize team success.</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>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>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>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>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>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>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>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>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>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>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>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>In addition, when in a leadership role, students demonstrate responsibility for the actions of their peers and team members.</p>

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



NOT YET SUCCESSFUL

PARTIALLY SUCCESSFUL

SUCCESSFUL

HIGHLY SUCCESSFUL

<p>Students feel anonymous or disconnect from the school community.</p> <p>Students feel physically or emotionally unsafe on campus.</p> <p>Students engage in disruptive and antisocial behaviors.</p>	<p>Students feel connected with a small group of friends.</p> <p>Students feel mostly safe while on campus but may not feel trusted or respected.</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>Students feel emotionally and physically safe, feel accepted "being themselves," can take courageous risks, and will be supported if they fail.</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>In addition, students have a sense of responsibility to ensure that everyone on campus feels the same way.</p> <p>In addition, students work to empower others by recognizing individuals' strengths and encouraging others to succeed.</p>
<p>Students do not see the value in the work they are doing.</p> <p>Students are not innovative or creative and tend to do the minimum to get by.</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>Students are innovative or creative in certain disciplines of personal interest.</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>Students are often innovative and creative, deriving unique solutions to problems, and defend their ideas and conclusions with enthusiasm.</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>In addition, students share or present their innovations and creations to audiences unrelated to school.</p> <p>In addition, students form working relationships with adults and experts in the course of learning.</p>
<p>Students are capable of completing short, simple, inauthentic tasks that require little higher-order thinking.</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>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>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>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

<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>
<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>
<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.



New Tech Network

Exhibit D

Yearly Benchmarks

Year 1 Indicators

Project-Based Learning

1. Substantial % of instructional days are devoted to project-based learning (PBL) monthly.
2. High % of staff use PBL at any one time.
3. Significant % of teachers team teach in PBL each semester.
4. Project designs are rigorous and high quality.
5. Teaching practices reflect high quality scaffolding, team management, and differentiation.
6. Teachers regularly post and utilize resources and activities on Echo.
7. Courses have unique and detailed agenda posted daily in Echo.
8. Students use Echo to manage their project work in their courses.
9. Each implemented project includes assessments of key content standards.
10. Each implemented project includes assessments of school-wide learning outcomes.
11. Each School Wide Learning Outcome is present with similar frequency in projects across the school, and is reasonably distributed across disciplines.
12. Teachers use a specific process for reflecting on completed projects with students following each project.

Culture

13. School exemplifies a unique identity.
14. School has established a process for student involvement in setting school rules and procedures.
15. The School involves students in setting school rules and procedures.
16. Students value and can articulate norms of trust, respect, and responsibility.
17. TRR norms are observed in school and classrooms during visits.
18. Sufficient time is designated and used for Critical Friends, curriculum work, looking at student work, and data analysis.
19. Staff has developed and can articulate staff norms that promote collaboration and collective responsibility for student success.
20. Teachers use a specific process for reflecting on completed projects with some other staff.



New Tech Network

Exhibit D

Yearly Benchmarks

Student Outcomes

21. Significant % of students pass courses (quarterly).
22. Students consistently score proficient or advanced on each of the school-wide learning outcomes.
23. School's measures of discipline (fights, suspensions, expulsions, etc) are lower than district average, or previous year's rate.
24. School's attendance rates are equal to or higher than the district average school attendance rate or previous year's rate.

Year 1 Structure Checklist*

1. Classrooms are large enough and organized to support team teaching in a technology-rich environment.
2. School has a unique school name.
3. School has a unique state school code.
4. Teachers and administrators are assigned full-time to the School.
5. Master schedule supports team teaching and cross-curricular projects.
6. Sufficient time is built into daily or weekly schedule for teachers to collaborate.

* To be met before school opens.