



CONTRACT AGREEMENT

This Contract Agreement (“Agreement”) is entered into by and between Innovate Public Schools, a California nonprofit public benefit corporation (“Innovate”) and Mountain View Whisman School District (“MVWSD) as of the date indicated below.

1. DUTIES

During the term of this Agreement, Innovate will perform services for Mountain View Whisman School District as described in Exhibit A (“Services”), which is incorporated into this Agreement by reference. Innovate will use Innovate's best efforts to perform the Services in a manner reasonably satisfactory to Mountain View Whisman School District and will devote the amount of time reasonably necessary to perform the Services. Innovate will make all revisions to the work product that Mountain View Whisman School District reasonably requests. Innovate will provide status reports and any other information or documentation upon written request. Innovate will determine the method, details and means of performing the Services. Innovate maintains its own place of business and may perform the Services at its place of business or at any other location of Innovate’s choosing, except to the extent the nature of the Services requires that they be performed elsewhere.

2. COMPENSATION

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT will pay compensation to Innovate for the Services in the amounts and at the times described in Exhibit A.

3. EXPENSES

The compensation listed in Exhibit A is the sole compensation to be paid from Fellowship Participant to Innovate. Innovate will not be reimbursed by Mountain View Whisman School District for any incidental expenses incurred in performing the duties described herein, unless such expenses are articulated in Exhibit A.

4. TERM AND TERMINATION

The term of this Agreement will commence on its execution by both Innovate and Mountain View Whisman School District and will expire on the termination date indicated in Exhibit A, unless earlier terminated as provided herein.

Either party may terminate this Agreement at any time on 15 days written notice.

In the event of early termination, Mountain View Whisman School District will pay Innovate for Services rendered to the date of early termination. Innovate will submit a final invoice within 14 days of the early termination date, and Mountain View Whisman School District will pay the invoice within 14 days of receipt. The term of this Agreement may be extended by written amendment to this Agreement, executed by both parties.

Notwithstanding the foregoing, section 6 of this Agreement (“Confidential Information”), section 7 of this Agreement (“Intellectual Property Rights”) and section 8 of this Agreement (“Indemnification”) will survive the expiration or early termination of this Agreement.

5. INDEPENDENT STATUS / ABSENCE OF AGENCY

Innovate is not authorized to act on behalf of Mountain View Whisman School District and will not represent to any third party that Innovate is authorized to act on behalf of the Mountain View Whisman School District. Innovate has no right or authority to contractually or otherwise bind Mountain View Whisman School District to any third party unless the prior written consent of Mountain View Whisman School District shall have been obtained from an authorized Fellowship Participant representative.

Non-Exclusive Arrangement: Mountain View Whisman School District acknowledges and agrees that this Agreement is a non-exclusive arrangement and that Innovate may provide services to other companies or organizations during the term of this Agreement, including companies or organizations which may compete with Mountain View Whisman School District.

6. CONFIDENTIAL INFORMATION

In the course of providing the Services, Mountain View Whisman School District may have access to and/or may be involved in developing proprietary information belonging to Innovate or Innovate’s donors, grant recipients and community participants, including, but not limited to, trade secrets, business practices, financial information, strategies, customer lists, donor lists, supplier lists, inventions, innovations, processes, information, records and specifications (collectively, “Confidential Information”).

Mountain View Whisman School District will not reproduce any Confidential Information without Innovate’s prior written consent, will not use any Confidential Information except in the performance of the Services during the term of this Agreement, and will not disclose any Confidential Information in any form to any third party, either during or after the term of this Agreement without Innovate’s prior written consent.

On the expiration or termination of this Agreement, Mountain View Whisman School District will promptly return to Innovate all copies and derivatives of any Confidential Information, whether in MVWSD's possession or under MVWSD's direct or indirect control.

7. INTELLECTUAL PROPERTY RIGHTS

Innovate will be the sole and exclusive owner of any and all inventions, discoveries, developments, designs, innovations, information, trade secrets, plans, reports, presentations, software, source code, applications, marketing and other materials, and works of authorship that are conceived, developed or made during the term of this Agreement and that (1) are developed using Innovate's resources, equipment, supplies, facilities, trade secrets, or time, or (2) result from Innovate's performance of the Services (collectively, the "Intellectual Products").

Mountain View Whisman School District will promptly make full written disclosure to Innovate all Intellectual Products created or developed by Innovate (solely or jointly with others). As a material condition to this Agreement, Mountain View Whisman School District hereby assigns all of Mountain View Whisman School District's right, title, and interest in the Intellectual Products throughout the universe in perpetuity in all media, whether now known or later devised, and in all copyrights, patents, mask work rights, trade secrets, database rights or other intellectual property rights, however denominated. Mountain View Whisman School District waives any so-called "moral rights" in the Intellectual Product and agrees to waive and not assert any so-called "moral rights" against Innovate. Mountain View Whisman School District will execute all papers, including patent applications, invention assignments, and copyright assignments, and will otherwise assist Innovate (at Innovate's expense) to perfect its rights to the Intellectual Products. Mountain View Whisman School District irrevocably appoints Innovate as Mountain View Whisman School District' attorney-in-fact with authority to execute, on behalf of Mountain View Whisman School District, all papers necessary to perfect Innovate's rights in the Intellectual Products

Innovate grants to Mountain View Whisman School District a non-exclusive, perpetual, worldwide, royalty-free, irrevocable license to use any intellectual property that Innovate uses in rendering the Services or that Innovate incorporates into any work produced in rendering the Services, including but not limited to any inventions, discoveries, innovations or works of authorship that were conceived and owned by Innovate prior to the term of this Agreement.

8. INDEMNIFICATION

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT will indemnify, defend and hold Innovate and its officers, directors, employees, and agents harmless from and against all claims, demands, losses, expenses (including reasonable attorney fees, witness fees, and costs), liabilities, damages and injuries to any person or property that result from or are related to: (1) the performance or failure to perform the Services; (2) any breach by MVWSD of any provision of this Agreement, including any representation or warranty; (3) any violation by MVWSD of any law or regulation; or (4) any other action or failure to act by Mountain View Whisman School District.

9. UNENFORCEABILITY OF PROVISIONS

If any provision of this Agreement is held to be invalid or unenforceable or to cause any other portion of this Agreement to become invalid or unenforceable, then that provision will be deemed to be limited, modified or stricken to the extent necessary to effectuate, as nearly as possible, the original intent of the parties as expressed in this Agreement, and the remainder of this Agreement will continue in full force and effect.

10. NOTICES

Any notice given under this Agreement must be in writing and will be deemed to have been given upon delivery if delivered personally or by courier; upon receipt if transmitted by email, facsimile or other electronic means with acknowledgment of receipt; three working days after it is deposited, prepaid, in the regular mail for domestic delivery; and five working days after it is deposited, prepaid, in the regular mail for international delivery; provided, in each instance, that the notice is addressed to the recipient as indicated below, as that information may be updated by written notice to the other party.

11. SUCCESSORS; ASSIGNMENT

This Agreement and the rights and obligations hereunder shall not be assigned by operation of law or otherwise; provided, that Innovate may assign any or all of its rights hereunder to an affiliate of Innovate or to a successor to its business.

12. SOLE AGREEMENT; COUNTERPARTS; MODIFICATIONS

This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Facsimile signature shall have the same force and effect as an original signature. The parties agree that this Agreement shall be legally binding upon the electronic transmission, including by facsimile or email of .pdf files, by each party of a signed signature page to this Agreement to the other party

This Agreement may not be amended except in a writing signed by both parties. Any waiver by one party of a breach of this Agreement will not be construed as a continuing waiver.

13. NO IMPLIED WAIVER

No failure to exercise and no delay in exercising, on the part of Innovate, any right, remedy, power or privilege provided herein or by statute or at law or in equity shall operate as a waiver

thereof; nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege, unless such waiver is in writing and signed by an authorized representative of the Party against which the waiver would operate.

14. GOVERNING LAW

The laws of the State of California will govern the validity of this Agreement and of any of its terms or provisions as well as the rights and duties of the parties hereunder, without reference to conflict of laws principles.

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SIGNATURES

The parties have executed this Agreement on the respective dates indicated below.

Innovate Public Schools:

By: 
Name: 41CE3C6DF47942F... Matt Hammer
Title: CEO
Date: 7/10/2018 11:47:25 AM PDT

Mountain View-Whisman School District:

By:
Name: Ayinde Rudolph
Title: Superintendent
Date:



Contract Objective

Innovate will provide biweekly leadership coaching for Terri Lambert during the 2018-19 school year, to support her in establishing a culture of excellence and carrying out the carefully-crafted vision for her school.

Key Components of Contract

The Innovate Startup Schools Fellowship serves to equip emerging and current leaders with the capacity to establish a vision for a high quality school and to develop key leadership skills. As an extension of the supports provided during the traditional fellowship year, Innovate offers Post-Fellowship Leadership coaching to meet the unique needs of our graduated cohort members. This individualized coaching offers vital support to school leaders who are charged with carrying out their school's carefully crafted vision, and meaningfully establishing a culture of excellence. Such focused reinforcement of the fellowship's tenets provides a structured and supportive framework to drive continuous leadership improvement.

Post-Fellowship Leadership coaching will be provided remotely in a 1:1 setting. While the content of coaching meetings will be differentiated to meet the needs of the Principal, the following provides an overview of likely content to be addressed during coaching sessions:

- Change Management Strategies
- Crisis Management Strategies
- Benchmarking Towards Success, and Stakeholder Engagement
- Building and Maintaining Strong Organizational Culture with Staff
- Building and Maintaining a Strong Culture of Achievement with Students
- Principles of Effective Management
- Family and Community Leadership and Engagement
- Driving Excellence through Distributed Leadership and Instructional Leadership

During each coaching session, the Principal and leadership coach will meet to ensure progress is made toward coaching goals. While some meetings will primarily be direct coaching

(Principal and coach discussing key concepts related to the coaching goals), other activities will also be utilized, such as:

- Reflection of stated vision and implementation assessment
- Co-Observations. Principal and leadership coach may use time to observe in classrooms and debrief observations together
- Observations of Staff and/or Leadership team meetings. Leadership coach may observe the Principal leading a team meeting and provide feedback to the Principal.
- Co-Planning. Leadership coach and Principal may co-plan an upcoming professional development session for staff
- Fine tuning of strategic documents (master schedules, policies and procedures, systems development).

Program Fees

Mountain View Whisman School District agrees to pay the following Program Fees:

- 2018-19 School Support: Up to 1 hour per week
- Total Amount Due to Innovate Public Schools: \$5,000

Invoices for Program Fees will be issued in two installments:

- First Installment: 50% of Program Fees will be invoiced on or around July 1, 2018.
- Second Installment: 50% balance due will be invoiced on or around January 31, 2019.

Program Participants agree to pay Innovate Public Schools no later than 30 days from receipt of invoice.

Termination Date

This Agreement begins July 1, 2018 and will expire on June 30, 2019, unless terminated earlier as provided in the Agreement.

INITIALS

Matt Hammer, CEO, Innovate 

Ayinde Rudolph, Superintendent, MVWSD: _____



Billing Summary Sheet

Billing Information:

Please complete the information below. This is where Innovate will direct your Invoice:

Organization Responsible for Payment: _____

Attention of: _____

Title: _____

Mailing Address: _____

City/State/ZIP: _____

Email: _____

Phone Number: _____

PO Number (if applicable): _____