



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, on behalf of Mariano Castro Elementary School.

1. DUTIES

During the term of this Agreement, Innovate will perform services for MVWSD 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 MVWSD and will devote the amount of time reasonably necessary to perform the Services. Innovate will make all revisions to the work product that MVWSD 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

MVWSD 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 MVWSD to Innovate. Innovate will not be reimbursed by MVWSD 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 MVWSD 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, MVWSD 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 MVWSD 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 MVWSD and will not represent to any third party that Innovate is authorized to act on behalf of the MVWSD. Innovate has no right or authority to contractually or otherwise bind MVWSD to any third party unless the prior written consent of MVWSD shall have been obtained from an authorized MVWSD representative.

Non-Exclusive Arrangement: MVWSD 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 MVWSD.

6. CONFIDENTIAL INFORMATION

In the course of providing the Services, MVWSD 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").

MVWSD 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, MVWSD 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").

MVWSD 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, MVWSD hereby assigns all of MVWSD'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. MVWSD waives any so-called "moral rights" in the Intellectual Product and agrees to waive and not assert any so-called "moral rights" against Innovate. MVWSD 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. MVWSD irrevocably appoints Innovate as MVWSD's attorney-in-fact with authority to execute, on behalf of MVWSD, all papers necessary to perfect Innovate's rights in the Intellectual Products

Innovate grants to MVWSD a non-exclusive, perpetual, world-wide, 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

MVWSD 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 MVWSD.

9. INSURANCE

Innovate reserves the right to require that MVWSD obtain insurance coverage if it reasonably appears that Innovate's coverage is inadequate to cover the risks associated with the Services.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. GOVERNING LAW

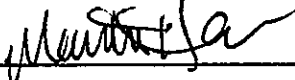
The laws of the State of California will govern the validity of this Agreement and of any of its terms or provisions as well as the rights and duties of the parties hereunder, without reference to conflict of laws principles.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SIGNATURES

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

Innovate Public Schools:

By: 
Name: Matt Hammer
Title: CEO
Date: 5/22/17

MVWSD:

By: _____
Name: Ayinde Rudolph
Title: Superintendent
Date: _____



Exhibit A:

Overview of Services

Innovate Public Schools (Innovate) agrees to provide services, as described below, to Mountain View-Whisman School District (MVWSD) on behalf of Mariano Castro Elementary School:

Objective:

Innovate will provide biweekly leadership coaching for Terri Lambert, principal of MVWSD's Mariano Castro Elementary School, during the 2017-18 school year, to support her in establishing a culture of excellence and carrying out the carefully-crafted vision for her school. This coaching is rooted in and extends from training and coaching provided during the 2015-16 Start Up Schools Fellowship, and coaching provided in the 2016-17 school year.

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 in a 1:1 setting, typically at the Principal's school site. While the content of coaching meetings will be differentiated to meet the needs of each individual 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).

Frequency of Support

- Coaching meetings will be held for approximately 1.5 hours every other week for the duration of the 2017-18 school year, from July 2017 through the end of June 2018.

Program Fees

MVWSD would pay Innovate \$5,000 to cover the cost of fees associated with the program outlined in this document, to be paid no later than September 15, 2017.

Termination Date

This Agreement will expire on June 30, 2018, unless terminated earlier as provided in the Agreement.

INITIALS

Matt Hammer, CEO, Innovate: MAH

Ayinde Rudolph, Superintendent, MVWSD: _____