



New Tech Network

NEW TECH SCHOOL AGREEMENT

This New Tech School Agreement (“Agreement”) for purpose of reference is effective as of the 1st day of April 2022, between **NEW TECH NETWORK, INC.**, a California non-profit corporation (“New Tech Network” or “NTN”), and the Board of Education of **HARDIN COUNTY SCHOOLS**, a Kentucky Public School District (“District”).

RECITALS

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

B. District desires **Central Hardin High School, North Hardin High School, John Hardin High School, Hardin Early College and Career Center (EC3), College View Campus, and East Hardin Middle School**, beginning the 2022-23 school year, and additionally **West Hardin Middle School, JT Alton Middle School, and North Middle School**, beginning the 2023-24 school year, (the “New Tech School” and referred to as the “School” in the Exhibits attached hereto) to become members of the network of schools throughout the country that use and follow the New Tech Model. District additionally desires New Tech Network to provide certain training services (“Services”) for district leadership.

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

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

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

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

NEW TECH SCHOOL AGREEMENT 2022-2025

Hardin County Schools

Central HHS, North HHS, John Hardin HS, EC3, College View, East HMS, West HMS, JT Alton MS, North MS

1. License and Services.

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

(b) *Services.* New Tech Network will provide services to District to assist District in developing and implementing the New Tech Model for the New Tech School, as such services are described in Exhibit A (the “Services”). New Tech Network may perform the Services virtually if in its reasonable opinion it is necessary or desirable for the protection of its staff or if New Tech Network otherwise determines in its reasonable discretion. New Tech Network provides the New Tech Platform and Services on a non-exclusive basis to District; New Tech Network may be engaged to provide identical, similar or other services to other school districts and entities during the term of this Agreement, including, without limit, granting some or all of the licenses set forth in Section 1(a). District further understands that the Services do not involve the management of or day-to-day operation of the New Tech School. District also understands that transmission of data over the internet is fundamentally necessary to the use of the New Tech Platform. New Tech Network uses commercially reasonable safeguards, commonly used by organizations similar in size and product line to New Tech Network, when transmitting and receiving data to and from the District. Even so, District acknowledges that New Tech Network cannot and does not guarantee the security of data transmitted over the internet or through District’s local network.

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

(d) *Third-Party Services Engaged by District.* New Tech Network may reference, promote, make available, utilize and/or offer applications, hyperlinks to websites/platforms, products or services provided by entities other than New Tech Network, (collectively, “Third-Party Services”). Third Party Services may 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. New Tech Network takes no responsibility and disclaims all warranties with respect to Third Party Services. If District uses or enables a Third Party Service with New Tech Platform, District grants New Tech Network a right and license to provide access and use, any data or records as may be requested or needed by the provider of such Third Party Service for the interoperability of the Third Party Service with the New Tech Platform. Any exchange

of data or other interaction between District and the provider of a Third-Party Service is solely between District and that provider.

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

2. District Obligations, Contributions and School Users.

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

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

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

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

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

(f) *District Contributions to the New Tech Learning Platform.* District may contribute materials to New Tech Network’s electronic resource and project libraries. As between New Tech Network and the District, all right and title in and to Protected Student Data (as defined in Section 5(a)) is owned exclusively by the District. If District contributes any content or other material, excluding

Protected Student Data, to the New Tech Platform (including, without limitation, to the New Tech Learning Platform) (“District Contributions”), it automatically grants New Tech Network and all users of the New Tech Platform, simultaneous with any such contribution, a perpetual, irrevocable, worldwide, transferable, and royalty-free license to use, reproduce, modify, create derivative works and otherwise make use of such District Contributions in any manner and through any media for the benefit of New Tech Network, existing and future users or contributors to the New Tech Platform, and any other New Tech Network authorized entity. The District hereby represents warrants and covenants that maintenance, access and/or use of the District Contributions, to the fullest extent permitted in this Agreement, will not violate or infringe upon any right of publicity or privacy, intellectual property right (e.g., copyright, patent, trademark, etc.), literary right, or any other right of any person or entity.

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

(h) *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 username and passcode (“IDs”) to permit the User to access the New Tech Platform. The District will inform Users that the ID’s are not to be shared and are to be kept secure. The District agrees that the District is responsible for all of the activities of its Users, including those conducted under any IDs it issues (whether directly or through a New Tech School), and any User’s compliance with any and all terms and conditions (Terms of Service, etc.) associated with the New Tech Platform.

3. Fees.

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

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

4. Work Product; Ownership of Intellectual Property.

(a) *Ownership of NT Materials and New Materials.* New Tech Network owns and holds all right, title and interest (including, without limit, copyrights, patent, invention, trade secret, and trade and service mark rights) in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection with the License and/or the Services, including, but not limited, to the New Tech Platform and all components thereof (collectively, the “NT Materials”). District may make improvements in, additions to, changes or any other modifications to the NT Materials (“New Materials”), subject to the license in section 4(b) below. The NT Materials and New Materials do not include District Contributions or Third-Party Services, which are not owned by New Tech Network. 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. Unless the parties expressly agree otherwise in a separate mutually executed written statement, any rights to the NT Materials or New Materials not expressly granted in this Agreement are reserved to and for the sole benefit of New Tech Network.

(b) *License to New Materials.* District is not required to create any New Materials or upload them to the New Tech Learning Platform. To the extent District or any of its employees or agents creates any New Materials and contributes them to the New Tech Platform, then District grants, and will cause its employees and agents to grant, to New Tech Network and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to fully exploit and exercise all such technology and intellectual property rights in support of New Tech's exercise or exploitation of the Services, New Materials, other work or information performed or provided hereunder.

(c) *Permitted Uses of NT Materials and New Materials under License.* Except with respect to the NTN Technology, the License includes a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to District to the NT Materials and the New Materials (collectively, the "Materials") during the Term to engage in the following solely for the purpose of establishing and operating the New Tech School and for distribution to teachers, administrators, students, and parents or guardians of students as necessary to carry out the express purposes of this Agreement: (i) reproduce such Materials in copies, (ii) prepare derivative works based upon such Materials, (iii) distribute copies of such Materials, including by way of a restricted access internet site, by electronic mail or as required by law, (iv) publicly perform such Materials to groups of teachers, administrators, students, and parents or guardians of students associated with the New Tech School, (v) publicly display such Materials by way of a restricted access internet site, by electronic mail or as required by law, and (vi) perform such Materials publicly by electronic means through a restricted access internet site. The above activities for which the License hereunder is granted herein will be limited to purposes of District's implementation and operation of the New Tech School. District may not make any other uses of the Materials. The License granted herein is granted solely to District, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such party or entity. District will ensure that all copyright and other notices and designations of New Tech Network are maintained, and are not removed, on all copies and other reproductions and uses that are made of Materials.

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

5. Data Sharing.

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

will make evidence of compliance with this Section 5(a), including any required consents, available to New Tech Network upon request.

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

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

(2) New Tech Network hereby covenants and agrees that, except as expressly contemplated by this Agreement, it will not at any time: (i) use District's Protected Student Data except as reasonably required to comply with the terms of this Agreement or provide the services described herein, including the use of the Database Host (as defined below); or (ii) except as required by law, disclose Protected Student Data to any third party, without the prior written authorization of District. Furthermore, New Tech Network will at all times safeguard the Protected Student Data with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. Upon request by District, New Tech Network will use commercially reasonable means or methods to allow District to access, modify, or terminate any Protected Student Data in the possession or under the control of New Tech Network.

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

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

disclosing such Confidential Information in addition to any other remedy, at law or equity, which may be available to New Tech Network.

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

(e) *Data Sharing Agreement.* The parties agree to be bound by New Tech Network's Data Sharing Agreement, which is attached as Appendix E to this Agreement, and incorporated here by reference.

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, 2025. The term of this Agreement may be extended upon the written agreement of the parties.

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

(1) At the non-breaching party's option, effective immediately, if a party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of such breach from the non-breaching party;

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

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

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

expenses (without regard to the limitations imposed by this Agreement) resulting from any action requested by the District in the Notice.

(c) *Effect of Termination.*

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

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

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

7. Limitations.

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

(b) *Other Damages.* In no event will New Tech Network be liable to District for any punitive, indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

(c) *Limited Warranty.* NEW TECH NETWORK REPRESENTS AND WARRANTS THAT THE NTN TECHNOLOGY WILL CONTAIN FUNCTIONALITY SUBSTANTIALLY CONSISTENT WITH THAT DESCRIBED IN EXHIBIT A TO THIS AGREEMENT AND THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 7(C): (I) NEW TECH NETWORK DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSE OR THE SERVICES, NEW TECH PLATFORM OR ANY PRODUCTS/GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (II) THE DISTRICT EXPRESSLY

AGREES THAT USE OF THE NEW TECH PLATFORM IS ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEW TECH NETWORK DISCLAIMS ANY AND ALL: (1) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE NEW TECH PLATFORM; (2) WARRANTIES RELATED TO THIRD PARTY SERVICES AND/OR DISTRICT CONTRIBUTIONS; AND (3) WARRANTIES THAT ERRORS IN ANY SOFTWARE WILL BE CORRECTED.

(d) *Claims.* Any claims by District arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, must be brought within one year of the termination of this Agreement or such claims will be forever barred.

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

9. Governing Law; Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without application of conflicts of laws principles and as if this Agreement were negotiated, executed, delivered and fully performed entirely within the State of California. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of California in Sacramento County, or, if it has or can acquire jurisdiction, in the United States District Court in Sacramento County, and each of the party’s consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

10. Indemnification. New Tech Network will defend, indemnify and hold harmless the District against any and all third party liability (including damages, recoveries, deficiencies, penalties and legal fees) in each case solely to the extent such costs and damages are payable to unaffiliated third parties, arising from or in connection with New Tech Network’s infringement of a U.S. intellectual property right, or New Tech Network’s gross negligence or willful misconduct in connection with the Services. New Tech Network’s obligation to indemnify the District from and against any losses arising from a Claim (defined below) will not apply to the extent that the Claim arises from (a) District’s use of the Services in a manner that is not permitted under this Agreement, (b) modifications to the Services made by anyone other than New Tech Network; (c) the combination of the Services with hardware or software not made by New Tech Network, or with third-party services, processes or materials where the infringement or misappropriation would not occur but for such combination; (d) District’s continued use of the Services or other allegedly infringing activity after receiving notice of the alleged infringement; and/or (e) any version of the Services that is no longer supported by New Tech Network. New Tech Network’s indemnification obligations hereunder are conditioned upon the District providing New Tech Network with (i) prompt notice of the potentially indemnifiable claim (“Claim”), (ii) sole control over the defense and settlement of such Claim, and (iii) at District’s expense, reasonable cooperation in the defense and settlement of such Claim.

11. Independent Contractor. The parties understand and acknowledge that New Tech Network is an independent contractor, and will not be deemed an employee, partner, or joint venturer of District with respect to the services performed hereunder for any purposes whatsoever. New Tech Network also understands that it is responsible, according to law, to pay its own federal, state and local income taxes and employment taxes with respect to all compensation received from District hereunder.

12. Communications and Notices.

(a) *Regular Communications.* The representative for each party for all regular communications during the course of providing Services hereunder is as follows: **New Tech Network:** Tim Presiado, Chief Operating Officer, tpresiado@newtechnetwork.org, 707-253-6951; **District:** Teresa Morgan, Superintendent, teresa.morgan@hardin.kyschools.us, 270-769-8817. Such representatives can be changed by a notice in writing provided to the other party at the addresses noted below.

(b) *Legal or Formal Communications.* All notices of a legal or formal nature must be in writing and sent (a) in person, (b) by certified or registered mail, (c) by overnight delivery carrier for next day delivery, (d) by facsimile, or (e) email, in each case to the address listed below (or if notice of a new address is given in accordance with this Agreement, the new address):

If to New Tech Network:	New Tech Network Attn: President 952 School Street #311 Napa, CA 94559
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If to the District:	Hardin County Schools Attn: Superintendent 65 W. A. Jenkins Road Elizabethtown, KY 42701
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13. Binding Effect. This Agreement will be binding upon and inure to the benefit of both District and New Tech Network and their permitted successors and permitted assigns.

14. 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.

15. 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.

16. 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.

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above. This Agreement may be executed in any number of counterparts. The parties agree to use electronic signatures on this Agreement.

NEW TECH NETWORK

HARDIN COUNTY SCHOOLS

By: _____

By: _____

Printed: Lydia Dobyns

Printed: Teresa Morgan

Title: President and CEO

Title: Superintendent

Date: _____

Date: _____



Exhibit A Services Year 1, 2022-23

School Planning Support, prior to opening of New Tech schools

East Hardin MS, North Hardin HS, John Hardin HS, Central Hardin HS, College View Campus, EC3

- **School Design and Implementation Coaching Support.** Ongoing virtual planning support from NTN Director of District and School Development and access to NTN planning resources.
- **Planning and Implementation Support Check-Ins.** Monthly 1:1 planning calls with district leadership and stakeholders to build readiness toward NTN implementation.
- **NTN Executive Tour (2).** An in-person guided tour at an NTN school provides an opportunity to visit classrooms, talk with teachers, students, and school and district leaders.
- **Readiness Visit (2).** An onsite visit from an NTN Director of School Development to engage stakeholders, raise awareness, and assess readiness toward implementing the NTN model.
- **Echo™ domain set up (1)** and initial staff account creation.

NTN Training Events

East Hardin MS, North Hardin HS, John Hardin HS, Central Hardin HS, College View Campus, EC3

- Each of the following events describes the number of staff designated to participate. Event costs covered by New Tech Network are detailed in the Continuation Fee Schedule.
- Selected meals will be provided for a designated number of participants in all in-person tours, trainings, events, and conferences.
- District is responsible for filling all allotted participant slots at in-person and virtual events. Refunds or credits will not be provided for unused participant slots. Participant slots at NTN events are non-transferrable between event types or contract years.
- Based on availability, additional participants may attend an event for an additional cost to be determined by New Tech Network.
- District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel cost, personal expenses, and meals not covered by New Tech Network.
- NTN Training events may be subject to minimum participation requirements and at NTN's discretion may be rescheduled to an alternate date or moved to an equivalent offering.

NTN Induction Events	# of Participants
NTN Residency, Virtual This virtual event is typically held in the spring during a series of deep dive sessions. This training will orient staff to the core principles and practices of the New Tech model, introduce the components of PBL and Echo, and build the foundations of a professional culture. All staff members involved with your first year of implementation should attend, including instructional leaders, as they will be working as a team throughout the event.	# of Teachers: 131 6 virtual Residency events
Leadership Institute, Virtual This is a connected series of learning experiences and is designed to support the New Tech Director/ Principal's leadership on a path for continued growth and development as they launch the NTN implementation. Beginning just prior to NTN Residency and continuing through the initial stages of implementation, new NTN Directors/ Principals will engage as participants in a virtual community of learners. These sessions will be facilitated by a NTN School Leadership expert who will provide participants with an introduction of the NTN model, it's practices and processes through a combination of individualized 1:1 meetings as well as community cohort meetings.	# of Principals: 6

	# of Participants
--	-------------------

NTN Implementation Events	
New Schools Training, Onsite/In-District This is an intensive 4-day experience that takes place during the summer before your first year of New Tech model implementation. During New School Training (NST), your school's first year implementation team will continue the learning from NTN Residency and prepare for implementation in the fall. NST has two main focus areas: (1) project-based learning (PBL) design and instruction and (2) school and classroom culture practices that support PBL.	Yr1: 131
National Leadership Summit This event convenes school and district leaders from across our network for a summit to engage in new learning together. The event focus is informed by the needs of our leaders and offers a variety of breakout sessions including: Echo basic and advanced practices, community and school-based excursions, critical friendship feedback circles around authentic problems of practice, and interactive roundtables featuring best practices from around the network. Provides registration, select meals, and access to all materials and resources.	Yr1: 12

NTN Coaching East Hardin MS, North Hardin HS, John Hardin HS, Central Hardin HS, College View Campus, EC3	
Coaching Sequence	Quantity
Leadership Team Workshops The intent of these workshops is to support a typical school leadership team, the New Tech Director/ Principal and 2 to 3 Lead Teachers. These coaching visits or sessions focus on strategic planning, assessing school progress, and developing an adult learning plan for the school. The leadership team also has access to ongoing remote support from their NTN coach, up to 24 hours annually.	Yr1: 8 1 per School and 1 combined for all Schools
School Team Workshops These visits/sessions are focused on core aspects of the model such as assessing multiple learning outcomes, developing a positive culture, and designing high quality projects. All staff members involved with the implementation should attend. School teams also have remote access to a coach, up to 44 hours annually. NTN staff work with School Leadership Teams to identify day long PD opportunities throughout the school year.	Yr1: 12 3 PD Days, 4 Facilitators
Teacher Support NTN Content and Community* supports individual teachers in the design and implementation of high quality, rigorous Project-Based Learning experiences for students. Our support for teachers is personalized and differentiated, designed to meet each teacher where they are and support them in predictable obstacles and skills, such as designing entry events, rubric assessment, scaffolding, supporting collaboration, and strategies for student presentation and exhibition of learning. Included is a staff license for Echo.	# of Teachers: Yr1: 110

***NTN Content and Community**

East Hardin MS, North Hardin HS, John Hardin HS, Central Hardin HS, College View Campus, EC3

New Tech Network members have access to a platform of digital resources that provide another channel for school leaders and teachers to get support.

- **Resource Library** - NTN's Help and Learning Center contains hundreds of articles and resources in support of implementing the New Tech model. Topics include building a positive culture on campus, designing high quality PBL units, balancing assessment of content and critical skills, innovative scheduling approaches, and more.
- **Project Library** - A searchable collection of formally vetted and informally shared PBL units easily imported into Echo courses. High quality vetted exemplar units and NTN Starter Sets contain entry events, rubrics, scaffolding activities, and assessments. Browse and copy both published and unpublished content in courses across the network to see what other teachers are doing. Once downloaded, teachers can modify the unit for their context and learning objectives.
- **Self-Paced NTN Model Refresher Course** – This asynchronous course is designed for educators familiar with project-based learning to improve their knowledge and skills and learn about new developments from NTN. This course is not intended to replace NTN101.
- **NTN Slack Community** - The NTN Slack Community is a digital space created to shorten the distance between members of New Tech Network. Within the community, members can connect with one another, collaborate, share ideas, ask for feedback and more.

Echo Platform

East Hardin MS

Echo™ is a robust, feature-rich learning management system designed to support innovative instructional strategies like PBL, personalized learning, and high differentiated instruction. Echo allows teachers to create courses and content that students and parents can access digitally. Students can submit assignments, participate in discussions, take notes, access resources, and track their performance from any computer. Using Echo's unique multi-outcome scoring gradebook, schools can emphasize critical skills like communication and collaboration across all courses to provide a more holistic view of student performance.

Echo Training and Support

- Access to the Echo Help Desk with searchable resources for teachers, students and parents.
- Self-paced, video based, virtual training courses for teachers.
- Specialized virtual courses for Echo Lead, Echo Admin, and School Leadership roles.
- Access for designated individuals to submit support requests.

Echo Student Licenses - 2022-23

Grade Levels: 6

of Students: 275

Up to 10 Staff licenses included per Echo domain for school counselors, para-educators, or other support staff.

Data Services

NEW TECH SCHOOL AGREEMENT 2022-2025

Hardin County Schools

Central HHS, North HHS, John Hardin HS, EC3, College View, East HMS, West HMS, JT Alton MS, North MS



Exhibit A Services Year 1, 2022-23

East Hardin MS, North Hardin HS, John Hardin HS, Central Hardin HS, College View Campus, EC3

NTN data services to School and Organization includes:

- New Tech Network provides optional surveys for students and educators about their perception of school culture and/or climate. The survey suite may include up to 5 different survey options and serves as a formative assessment measure for our Network schools.
- New Tech Network provides access to information on college enrollment and persistence through the National Student Clearinghouse, or similar, for high schools who have graduated a New Tech Network freshman class. This enables schools and districts to examine postsecondary outcomes for their students and compare to national averages.
- New Tech Network will communicate other opportunities to schools that arise and are deemed an appropriate fit including case studies, external research activities, pilot programs, and external assessments.
- New Tech Network will provide information on the size, demographics, and health of the network.

Organization agrees to cause School to:

- Provide high school graduation rate, student enrollment counts, teacher counts, and school level demographic data percentages when requested by NTN.
- Share results with NTN if the school participates in third party research activities.
- Participate in efforts to track students' college enrollment, persistence and graduation through National Student Clearinghouse, or similar, by submitting a roster to National Student Clearinghouse.

Additional Services Based Upon Performance

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

District Support and Training for Non-Implementing Schools

West Hardin MS, JT Alton MS, North MS, Hardin Co. Teachers, and District Leadership

District Support Team Coaching – District Leadership

Bi-annual onsite meetings with district leadership team to align efforts, ensure implementation fidelity, assess progress, and respond to school needs. Meetings are scheduled in late fall and early Spring as a pre and post reflection of implementation each year.

NT Instructional Practices – Any Hardin Co. Teacher and/or School Leader

Explore New Tech's learning outcomes using student-centered activities. Assess your readiness to adopt deeper learning in your school and develop faculty strategies for supporting this kind of classroom instruction. Groups engaging in NT Practices can vary: a small group of teachers; a department; a grade level; a PLC, or a whole instructional staff.

The training provides two days of onsite instruction in:

- The use of NTN learning outcomes and rubrics
- Student-centered teaching methods
- Design of bookend lesson plans
- Goal setting and assessment practices aimed at deeper learning outcomes.

Allows up to 170 participants; additional attendees will incur fees.

NT Culture Practices – West Hardin MS, JT Alton MS, North MS Teachers and School Leaders

The New Tech Culture Practices is an onsite, one-day workshop and is designed to achieve the following outcomes:

- Build awareness of student experience through empathy mapping.
- Reflect on current classroom and school culture.
- Design PDSA cycle of inquiry to implement a research-based culture building activity.
- Participate in feedback of activity design.

Allows up to 35 participants; additional attendees will incur fees.

NT Leadership Practices – West Hardin MS, JT Alton MS, North MS School Leaders

The New Tech Leadership Practices is a virtual workshop designed to support school leadership teams in understanding key leader practices critical in supporting teachers implementing New Tech Instructional Practices. Participants in this training experience four, two-hour virtual learning sessions with an NTN facilitator to build an understanding of how to lead the sustained implementation of an innovative strategy.

Allows up to 35 participants; additional attendees will incur fees.



Exhibit A
Services
 Year 2, 2023-24

School Planning Support, prior to opening of New Tech schools

West Hardin MS, JT Alton MS, North MS

- **School Design and Implementation Coaching Support.** Ongoing virtual planning support from NTN Director of District and School Development and access to NTN planning resources.
- **Planning and Implementation Support Check-Ins.** Monthly 1:1 planning calls with the school leadership team and stakeholders to build readiness toward NTN implementation.
- **Readiness Visit.** An onsite visit from an NTN Director of School Development to engage stakeholders, raise awareness, and assess readiness toward implementing the NTN model.

NTN Training Events

- Each of the following events describes the number of staff designated to participate. Event costs covered by New Tech Network are detailed in the Continuation Fee Schedule.
- Selected meals will be provided for a designated number of participants in all in-person tours, trainings, events, and conferences.
- District is responsible for filling all allotted participant slots at in-person and virtual events. Refunds or credits will not be provided for unused participant slots. Participant slots at NTN events are non-transferrable between event types or contract years.
- Based on availability, additional participants may attend an event for an additional cost to be determined by New Tech Network.
- District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel cost, personal expenses, and meals not covered by New Tech Network.
- NTN Training events may be subject to minimum participation requirements and at NTN's discretion may be rescheduled to an alternate date or moved to an equivalent offering.

NTN Induction Events West Hardin MS, JT Alton MS, North MS	# of Participants
NTN Residency, Virtual This virtual event is typically held in the spring during a series of deep dive sessions. This training will orient staff to the core principles and practices of the New Tech model, introduce the components of PBL and Echo, and build the foundations of a professional culture. All staff members involved with your first year of implementation should attend, including instructional leaders, as they will be working as a team throughout the event.	# of Teachers: 33 3 virtual Residency events
Leadership Institute, Virtual This is a connected series of learning experiences and is designed to support the New Tech Director/ Principal's leadership on a path for continued growth and development as they launch the NTN implementation. Beginning just prior to NTN Residency and continuing through the initial stages of implementation, new NTN Directors/ Principals will engage as participants in a virtual community of learners. These sessions will be facilitated by a NTN School Leadership expert who will provide participants with an introduction of the NTN model, it's practices and processes through a combination of individualized 1:1 meetings as well as community cohort meetings.	# of Principals: 3

NTN Implementation Events	
East Hardin MS, North Hardin HS, John Hardin HS, Central Hardin HS, College View Campus, EC3 West Hardin MS, JT Alton MS, North MS	# of Participants
New Schools Training, Onsite/In-District New Schools Training (NST) is an intensive 4-day experience that takes place during the summer before your first year of New Tech model implementation. During New School Training, your school's first year implementation team will continue the learning from NTN Residency and prepare for implementation in the fall. NST has two main focus areas: (1) project-based learning (PBL) design and instruction and (2) school and classroom culture practices that support PBL.	Yr2: 33
New Teacher Training, Onsite/In-District New Teacher Training, referred to as NTN101, will occur synchronously with NST. This is an intensive 3-day experience that will provide an opportunity for participants to learn about the New Tech Network model and how New Tech schools enable all students to experience deeper learning and be college and career ready. New teachers at current New Tech Network schools will learn about (1) project-based learning (PBL) design and instruction and (2) classroom culture practices that support PBL. To support the training, we will use key tools and resources from the NTN Help Center, including New Tech Network's Project Planning Toolkit, sample projects, and Practice Cards, and support deeper understanding of Echo.	Yr2: 98
National Leadership Summit This event convenes school and district leaders from across our network for a summit to engage in new learning together. The event focus is informed by the needs of our leaders and offers a variety of breakout sessions including: Echo basic and advanced practices, community and school-based excursions, critical friendship feedback circles around authentic problems of practice, and interactive roundtables featuring best practices from around the network. Provides registration, select meals, and access to all materials and resources.	Yr2: 18

NTN Coaching	
East Hardin MS, North Hardin HS, John Hardin HS, Central Hardin HS, College View Campus, EC3 West Hardin MS, JT Alton MS, North MS	
Coaching Sequence	Quantity
Leadership Team Workshops The intent of these workshops is to support a typical school leadership team, the New Tech Director/ Principal and 2 to 3 Lead Teachers. These coaching visits or sessions focus on strategic planning, assessing school progress, and developing an adult learning plan for the school. The leadership team also has access to ongoing remote support from their NTN coach, up to 24 hours annually.	Yr2: 11 1 per School and 1 combined for all Schools
School Team Workshops These visits/sessions are focused on core aspects of the model such as assessing multiple learning outcomes, developing a positive culture, and designing high quality projects. All staff members involved with the implementation should attend. School teams also have remote access to a coach, up to 44 hours annually. NTN staff work with School Leadership Teams to identify day long PD opportunities throughout the school year.	Yr2: 27 3 PD Days, 8 Facilitators
Teacher Support NTN Content and Community* supports individual teachers in the design and implementation of high quality, rigorous Project-Based Learning experiences for students. Our support for	# of Teachers: Yr2: 235

teachers is personalized and differentiated, designed to meet each teacher where they are and support them in predictable obstacles and skills, such as designing entry events, rubric assessment, scaffolding, supporting collaboration, and strategies for student presentation and exhibition of learning. Included is a staff license for Echo.

*NTN Content and Community

East Hardin MS, North Hardin HS, John Hardin HS, Central Hardin HS, College View Campus, EC3
West Hardin MS, JT Alton MS, North MS

New Tech Network members have access to a platform of digital resources that provide another channel for school leaders and teachers to get support.

- **Resource Library** - NTN's Help and Learning Center contains hundreds of articles and resources in support of implementing the New Tech model. Topics include building a positive culture on campus, designing high quality PBL units, balancing assessment of content and critical skills, innovative scheduling approaches, and more.
- **Project Library** - A searchable collection of formally vetted and informally shared PBL units easily imported into Echo courses. High quality vetted exemplar units and NTN Starter Sets contain entry events, rubrics, scaffolding activities, and assessments. Browse and copy both published and unpublished content in courses across the network to see what other teachers are doing. Once downloaded, teachers can modify the unit for their context and learning objectives.
- **Self-Paced NTN Model Refresher Course** – This asynchronous course is designed for educators familiar with project-based learning to improve their knowledge and skills and learn about new developments from NTN. This course is not intended to replace NTN101.
- **NTN Slack Community** - The NTN Slack Community is a digital space created to shorten the distance between members of New Tech Network. Within the community, members can connect with one another, collaborate, share ideas, ask for feedback and more.

Echo Platform

East Hardin MS

Echo™ is a robust, feature-rich learning management system designed to support innovative instructional strategies like PBL, personalized learning, and high differentiated instruction. Echo allows teachers to create courses and content that students and parents can access digitally. Students can submit assignments, participate in discussions, take notes, access resources, and track their performance from any computer. Using Echo's unique multi-outcome scoring gradebook, schools can emphasize critical skills like communication and collaboration across all courses to provide a more holistic view of student performance.

Echo Training and Support

- Access to the Echo Help Desk with searchable resources for teachers, students and parents.
- Self-paced, video based, virtual training courses for teachers.
- Specialized virtual courses for Echo Lead, Echo Admin, and School Leadership roles.
- Access for designated individuals to submit support requests.

Echo Student Licenses - 2023-24

Grade Levels: 6,7

of Students: 550

Up to 10 Staff licenses included per Echo domain for school counselors, para-educators, or other support staff.

Data Services

East Hardin MS, North Hardin HS, John Hardin HS, Central Hardin HS, College View Campus, EC3
 West Hardin MS, JT Alton MS, North MS

NTN data services to School and Organization includes:

- New Tech Network provides optional surveys for students and educators about their perception of school culture and/or climate. The survey suite may include up to 5 different survey options and serves as a formative assessment measure for our Network schools.
- New Tech Network provides access to information on college enrollment and persistence through the National Student Clearinghouse, or similar, for high schools who have graduated a New Tech Network freshman class. This enables schools and districts to examine postsecondary outcomes for their students and compare to national averages.
- New Tech Network will communicate other opportunities to schools that arise and are deemed an appropriate fit including case studies, external research activities, pilot programs, and external assessments.
- New Tech Network will provide information on the size, demographics, and health of the network.

Organization agrees to cause School to:

- Provide high school graduation rate, student enrollment counts, teacher counts, and school level demographic data percentages when requested by NTN.
- Share results with NTN if the school participates in third party research activities.
- Participate in efforts to track students' college enrollment, persistence and graduation through National Student Clearinghouse, or similar, by submitting a roster to National Student Clearinghouse.

District Support and Training

District Leadership

District Support Team Coaching

Bi-annual onsite meetings with district leadership team to align efforts, ensure implementation fidelity, assess progress, and respond to school needs. Meetings are scheduled in late fall and early Spring as a pre and post reflection of implementation each year.

Additional Services Based Upon Performance

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

NTN Training Events

- Each of the following events describes the number of staff designated to participate. Event costs covered by New Tech Network are detailed in the Continuation Fee Schedule.
- Selected meals will be provided for a designated number of participants in all in-person tours, trainings, events, and conferences.
- District is responsible for filling all allotted participant slots at in-person and virtual events. Refunds or credits will not be provided for unused participant slots. Participant slots at NTN events are non-transferrable between event types or contract years.
- Based on availability, additional participants may attend an event for an additional cost to be determined by New Tech Network.
- District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel cost, personal expenses, and meals not covered by New Tech Network.
- NTN Training events may be subject to minimum participation requirements and at NTN's discretion may be rescheduled to an alternate date or moved to an equivalent offering.

NTN Implementation Events

East Hardin MS, North Hardin HS, John Hardin HS, Central Hardin HS, College View Campus, EC3
West Hardin MS, JT Alton MS, North MS

of Participants

National Leadership Summit

This event convenes school and district leaders from across our network for a summit to engage in new learning together. The event focus is informed by the needs of our leaders and offers a variety of breakout sessions including: Echo basic and advanced practices, community and school-based excursions, critical friendship feedback circles around authentic problems of practice, and interactive roundtables featuring best practices from around the network. Provides registration, select meals, and access to all materials and resources.

Yr3: 18

New Teacher Training, Onsite/In-District

This training is an intensive 3-day experience that will provide an opportunity for participants to learn about the New Tech Network model and how New Tech schools enable all students to experience deeper learning and be college and career ready. New teachers at current New Tech Network schools will learn about (1) project-based learning (PBL) design and instruction and (2) classroom culture practices that support PBL. To support the training, we will use key tools and resources from the NTN Help Center, including New Tech Network's Project Planning Toolkit, sample projects, and Practice Cards, and support deeper understanding of Echo.

Yr3: 154

NTN Coaching

East Hardin MS, North Hardin HS, John Hardin HS, Central Hardin HS, College View Campus, EC3
West Hardin MS, JT Alton MS, North MS

Coaching Sequence

Quantity

Leadership Team Workshops

The intent of these workshops is to support a typical school leadership team, the New Tech Director/ Principal and 2 to 3 Lead Teachers. These coaching visits or sessions focus on strategic planning, assessing school progress, and developing an adult learning plan for the school. The leadership team also has access to ongoing remote support from their NTN coach, up to 24 hours annually.

Yr3: 11

1 per School
and 1 combined
for all Schools

School Team Workshops

These visits/sessions are focused on core aspects of the model such as assessing multiple

Yr3: 21



Exhibit A Services Year 3, 2024-25

learning outcomes, developing a positive culture, and designing high quality projects. All staff members involved with the implementation should attend. School teams also have remote access to a coach, up to 44 hours annually. NTN staff work with School Leadership Teams to identify day long PD opportunities throughout the school year.	2 PD Days, 9 Facilitators 1 PD Day, 3 facilitators
Teacher Support NTN Content and Community* supports individual teachers in the design and implementation of high quality, rigorous Project-Based Learning experiences for students. Our support for teachers is personalized and differentiated, designed to meet each teacher where they are and support them in predictable obstacles and skills, such as designing entry events, rubric assessment, scaffolding, supporting collaboration, and strategies for student presentation and exhibition of learning. Included is a staff license for Echo.	# of Teachers: Yr3: 409

*NTN Content and Community

East Hardin MS, North Hardin HS, John Hardin HS, Central Hardin HS, College View Campus, EC3
West Hardin MS, JT Alton MS, North MS

New Tech Network members have access to a platform of digital resources that provide another channel for school leaders and teachers to get support.

- **Resource Library** - NTN's Help and Learning Center contains hundreds of articles and resources in support of implementing the New Tech model. Topics include building a positive culture on campus, designing high quality PBL units, balancing assessment of content and critical skills, innovative scheduling approaches, and more.
- **Project Library** - A searchable collection of formally vetted and informally shared PBL units easily imported into Echo courses. High quality vetted exemplar units and NTN Starter Sets contain entry events, rubrics, scaffolding activities, and assessments. Browse and copy both published and unpublished content in courses across the network to see what other teachers are doing. Once downloaded, teachers can modify the unit for their context and learning objectives.
- **Self-Paced NTN Model Refresher Course** – This asynchronous course is designed for educators familiar with project-based learning to improve their knowledge and skills and learn about new developments from NTN. This course is not intended to replace NTN101.
- **NTN Slack Community** - The NTN Slack Community is a digital space created to shorten the distance between members of New Tech Network. Within the community, members can connect with one another, collaborate, share ideas, ask for feedback and more.

Echo Platform

East Hardin MS

Echo™ is a robust, feature-rich learning management system designed to support innovative instructional strategies like PBL, personalized learning, and high differentiated instruction. Echo allows teachers to create courses and content that students and parents can access digitally. Students can submit assignments, participate in discussions, take notes, access resources, and track their performance from any computer. Using Echo's unique multi-outcome scoring gradebook, schools can emphasize critical skills like communication and collaboration across all courses to provide a more holistic view of student performance.

Echo Platform

East Hardin MS

Echo Training and Support

- Access to the Echo Help Desk with searchable resources for teachers, students and parents.
- Self-paced, video based, virtual training courses for teachers.
- Specialized virtual courses for Echo Lead, Echo Admin, and School Leadership roles.
- Access for designated individuals to submit support requests.

Echo User Licenses – 2024-25

Grade Levels: 6-8

of Students: 825

Up to 10 Staff licenses included per Echo domain for school counselors, para-educators, or other support staff.

Data Services

East Hardin MS, North Hardin HS, John Hardin HS, Central Hardin HS, College View Campus, EC3
West Hardin MS, JT Alton MS, North MS

NTN data services to School and Organization includes:

- New Tech Network provides optional surveys for students and educators about their perception of school culture and/or climate. The survey suite may include up to 5 different survey options and serves as a formative assessment measure for our Network schools.
- New Tech Network provides access to information on college enrollment and persistence through the National Student Clearinghouse, or similar, for high schools who have graduated a New Tech Network freshman class. This enables schools and districts to examine postsecondary outcomes for their students and compare to national averages.
- New Tech Network will communicate other opportunities to schools that arise and are deemed an appropriate fit including case studies, external research activities, pilot programs, and external assessments.
- New Tech Network will provide information on the size, demographics, and health of the network.

Organization agrees to cause School to:

- Provide high school graduation rate, student enrollment counts, teacher counts, and school level demographic data percentages when requested by NTN.
- Share results with NTN if the school participates in third party research activities.
- Participate in efforts to track students' college enrollment, persistence and graduation through National Student Clearinghouse, or similar, by submitting a roster to National Student Clearinghouse.

District Support and Training

District Leadership

District Support Team Coaching

Bi-annual onsite meetings with district leadership team to align efforts, ensure implementation fidelity, assess progress, and respond to school needs. Meetings are scheduled in late fall and early Spring as a pre and post reflection of implementation each year.

Additional Services Based Upon Performance



New Tech Network

Exhibit A
Services
Year 3, 2024-25

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



New Tech Network

Exhibit D
Fee Schedule

Hardin County Schools

East Hardin MS, North Hardin HS, John Hardin HS, Central Hardin HS, College View Campus, EC3
West Hardin MS, JT Alton MS, North MS, and District Leadership

Service Phase	Fee Amount	NTN Invoice Date
Planning & Start-Up Support, January-June 2022	\$80,600	NTN invoice sent upon receipt of signed contract
Year 1 Implementation, SY2022-23	\$444,220	July 1, 2022
Year 2 Implementation, SY2023-24	\$508,545	July 1, 2023
Year 3 Implementation, SY2024-25	\$515,735	July 1, 2024
Total NTN fees not to exceed*	\$1,549,100	

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

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

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

Biannual or quarterly invoices are available; to request contact accounting@newtechnetwork.org.



New Tech Network

District invoicing information:

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

Please indicate your preferred delivery method of NTN invoices:

☐ Mail ☐ Email ☐ Fax

Purchase Orders:

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

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

Contact	
Title	
Email address	
Phone number	

Additional invoice requirements:

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New Tech Network

Exhibit E

Data Sharing Agreement

This Data Sharing Agreement, herein referred to as “DSA”, for confidential data sharing is entered into by and between District and New Tech Network in connection with the School Agreement) who, as parties to the DSA, elect to accept these terms. The scope of the project addressed in this DSA is limited to the use of teacher and student data solely for the purpose of calculating school level information to assist in evaluating the ongoing effectiveness of the New Tech Model, supporting college access for students, creating statistics and reports to support grant applications and other financial support in furtherance of District’s educational interests, providing formative feedback to the New Tech schools, and for use in calculating network level results included in education publication.

THEREFORE, the parties agree to the following terms of this DSA:

1. **Data Sharing.** The data shall be provided by District to New Tech Network. New Tech Network agrees that, as between the parties, the data transferred from District to New Tech Network is and shall remain the sole and exclusive property of the District. The format of the data will vary depending on integration method and requirements. Any data received by New Tech Network pursuant to this DSA shall be destroyed when it is no longer needed for the designated purpose. District represents and warrants that it has all necessary rights to share data as set forth herein for the purposes and use set forth in this DSA. District will not provide to New Tech Network or to New Tech Network’s data partners individually-identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act (“HIPAA”), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers.

In consideration of the analytics and information provided to District by New Tech Network in connection with this DSA, District hereby grants New Tech Network a non-exclusive, royalty-free, fully paid-up, worldwide license to use the District data for the following purpose: access, process and analyze the data internally [as well as share the data in an aggregated form, subject to obligations of confidentiality with respect to any personally identifiable information.]

2. **Confidentiality.** New Tech Network will maintain the confidentiality of any and all student data obtained from District as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this DSA, New Tech Network shall establish a system of safeguards that will at minimum include the following:
 - a. New Tech Network shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted data received from, or on behalf of District. This obligation will be extended by contract to all subcontractors used by New Tech Network.
 - b. New Tech Network and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.
 - c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this DSA.
 - d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this DSA.



New Tech Network

- e. Procedures and systems that are designed to ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
 - f. The procedures and systems developed and implemented to process, store, or transmit data provided under this DSA shall ensure that any and all disclosures of confidential student and staff data comply with all provisions of applicable federal and state laws (including without limitation the Family Educational Rights and Privacy Act (FERPA)) relating to the privacy rights of students and staff as such laws are applicable to the parties to this DSA.
 - g. New Tech Network shall return to District all data or any portions thereof requested by District, or, at District's election, New Tech Network shall destroy all or any part of District's data that is within the possession or control of New Tech Network and shall upon request by District, provide certification of such destruction.
3. Entire Agreement. This DSA supplements and amends the School Agreement only with respect to the express subject matter herein, and the School Agreement is otherwise not affected. In the event of a conflict between this DSA and the School Agreement, the provision of this DSA shall prevail only with respect to the subject matter herein.
 4. Execution. Each of the persons agreeing to this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.
 5. Assignment. None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories to this DSA, except that either party may assign this DSA to a successor of all or substantially all of the assigning party's business or assets.
 6. Severability. If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.
 7. Waiver. Waiver by any signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.
 8. Modification and Amendments. This DSA may be amended or modified at any time only by mutual agreement of the authorized representatives of the signatories to this DSA. District and New Tech Network further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to District and New Tech Network are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.
 9. Term of this DSA. This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the date the current business relationship as set forth in the School Agreement ends between District and New Tech Network.