



New Tech Network

**MEMORANDUM OF UNDERSTANDING FOR
New Tech Network College Access Collaborative Participation**

This MEMORANDUM OF UNDERSTANDING (the "MOU") is effective as of October 1, 2023 between **NEW TECH NETWORK, INC.**, a California non-profit corporation ("New Tech Network") ("NTN") as partners for the Bill and Melinda Gates Foundation (BMGF) College Access Grant, and East Bay Innovation Academy ("District") agrees to the terms and conditions below between the parties with support provided by New Tech Network and participation expectations of the school partners within the District participating in the NTN College Access Collaborative ("Collaborative"). A Collaborative shall be defined as a systematic approach to improving student outcomes in which school teams test and measure promising practice and share their experiences in an effort to accelerate learning and widespread implementation.

RECITALS

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

1. College Access Collaborative Coaching

- (a) Subject to the terms of this MOU, New Tech Network agrees to provide the District and school partners support as set forth in Exhibit A hereto. District understands and agrees that a mutually agreed definitive agreement directly with New Tech Network is required to join the NTN College Access Collaborative and that entering into this MOU does not give District any rights to use any New Tech Network branding. New Tech Network owns and retains all right, title and interest 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 this MOU (the "NTN Materials"). District may only use the NTN Materials for the purpose of receiving the support under the NTN College Access Collaborative.
- (b) New Tech Network will provide co-design and coaching support ("Coaching") to the District to support Collaborative participation. New Tech Network agrees to support as described in Exhibit A.
- (c) This MOU begins with the effective date and terminates June 30, 2025, the end of the Collaborative period.
- (d) Either party may terminate this MOU for cause resulting from breach of the other party upon providing thirty (30) days advance written notice and an opportunity to resolve the issue with the other party. NTN reserves the right to terminate the agreement if funding from the Bill and Melinda Gates Foundation discontinues.
- (e) *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 Coaching. 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 Coaching in a manner that is not permitted under this Agreement, (b) modifications to the Coaching made by anyone other than New Tech Network; (c) the combination of the Coaching 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 Coaching or other allegedly infringing activity after receiving notice of the alleged infringement; and/or (e) any version of the Coaching 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.

(f) *Limitation of Liability.* In no event will New Tech Network's liability to the District arising out of or related to this MOU or the License or the Coaching provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed New Tech Network insurance limit for such liability.

(g) *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 MOU or the Coaching 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.

2. Work Product; Ownership of Intellectual Property.

(h) New Tech Network owns and retains all right, title, and interest 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 and made accessible to District in connection with this collaborative participation.

(i) *Prohibited Uses.* District may not copy, distribute, reproduce, use or allow access to the materials except as explicitly permitted under this MOU, 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).

IN WITNESS WHEREOF, the parties have caused this MOU to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above.

NEW TECH NETWORK

By: Eileen Grady
Printed: Eileen Grady
Title: Chief Financial Officer
Date: 10-13-23

EAST BAY INNOVATION ACADEMY

By: Miranda Thorman
Printed: Miranda Thorman
Title: Executive Director
Date: 10.4.23

Email the signed copy to:

Jenny Bernicky

jbernicky@newtechnetwork.org

Exhibit A

A. BACKGROUND ON THE COLLABORATIVE

In collaboration with the Bill and Melinda Gates Foundation, New Tech Network is launching a 24-month, improvement-focused Collaborative with the express intent of increasing postsecondary enrollment, persistence, and attainment rates for students of color and students who are economically disadvantaged.

Our four-tiered approach is designed to ensure that students, staff, and districts have the following wrap-around support to succeed:

- Continuous Improvement Work: Schools will receive a driver diagram logic model crafted by NTN focused on key indicators and measures for post-secondary enrollments. The driver diagram will assist schools in organizing cross-school learning around common problems of practice.
- Virtual Cross-School Collaboration and Learning: Collaboration will be crucial to successfully fulfilling the goals of this collaborative. Schools will participate in virtual cross-network collaboration to efficiently and effectively scale learning and deepen the impact of the work.
- Capacity Building: This work is intended to aid schools in moving from a single source of support to a more comprehensive, school-wide approach for post-secondary planning. The shift will be achieved through shifting adult mindsets, deepening staff knowledge of postsecondary options, and revising or creating new structures and processes for advising, engagements with parents/families and removing barriers to postsecondary enrollment.
- Data Tracking and Sharing: Quality, consistent, and available disaggregated data will be key to supporting the work. NTN will support schools in the collection and analysis of data.

B. RESPONSIBILITIES OF PARTIES:

The parties acknowledge that it is vital to the success of the partnership that New Tech Network delivers and the school and district take part in all of the activities required during the duration of the Collaborative.

School and district agrees to do the following:

- Ensure availability of identified improvement team for monthly virtual coaching facilitated by a NTN College Access Coach
- Ensure availability of improvement team to attend and engage in virtual convenings
 - Winter 2024, Spring 2024, Fall 2024, Winter 2025, and Spring 2025
 - *Team participation should be consistent to ensure continuity of the work*
- Identify a team lead for each improvement team. The team lead will be the primary contact and oversee execution of the improvement effort
- Identify a district and/or school leader sponsor to participate in planning sessions with NTN to monitor progress and address system challenges
- Hold at least bi-monthly improvement team meetings to ensure progress towards aims and primary measures
- Regularly (at least monthly) track and share college access outcome data and learning
- District agrees to secure National Student Clearinghouse (NSC) data (cost covered by NTN; unless NTN is already covering the cost of NSC data for a school or district)
- Participate in collaborative evaluation activities, including completing surveys conducted by NTN
- Respond to correspondence from NTN within 3 business days

New Tech Network (NTN) agrees to do the following:

- Provide a driver diagram, measurement system, change package, templates, and other resources
- Design and facilitate virtual convenings for school-based improvement team
- Provide ongoing support through virtual coaching at least monthly
- Support school-based improvement teams in developing systems to gather college access data at key points in the year and use this data to guide learning
- Reimburse the cost of yearly National Student Clearinghouse (NSC) data (unless NTN is already covering the cost of NSC data for a school or district)