

THIS SERVICES AGREEMENT (this "**Agreement**") is made by and between TNTP, Inc., a not-for-profit corporation organized under the laws of the State of Delaware, with its principal office at 500 7th Avenue, 8th Floor, New York, New York 10018 ("**TNTP**"), and CLV Strong Start Academy, with its principal office at 1617 Alta Dr, Las Vegas, NV 89106 (the "**Client**"). This Agreement shall be effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**").

STATEMENT OF PURPOSE: The Client wants to engage TNTP to provide school support as detailed in this Agreement.

Section 1. Term and Services.

For the period commencing on the Effective Date until **September 1, 2022** (the "**Term**"), TNTP agrees to provide services for the Client as specified in Schedule A ("**TNTP's Services**"), attached to and incorporated by reference in this Agreement. TNTP's Client proposal will be considered accepted upon execution or upon commencement of the services at Client's direction following Client's instructions to commence services under the Proposal.

Section 2. Client Responsibilities.

Cooperate with TNTP, to facilitate the performance of TNTP's Services, and provide TNTP with access (which may be in-person or via virtual means such as teleconference and videoconference, as agreed upon by the parties) to Client personnel, classrooms, meeting spaces, and buildings as needed for TNTP's Services. The Services may require student and/or teacher surveys, focus groups, student work samples and video recordings of classroom activities, students or groups.

TNTP and Client may mutually agree to permit in-person essential work-site visits under certain, very limited circumstances. In making a determination to permit in-person, essential work-site visits, TNTP and Client will take into account CDC guidance, state and local regulations and guidance, the school and district's health and safety COVID-19 response plan and the internal policies of both Client and TNTP. The parties must mutually agree that in-person work-site visits are essential, cannot be done virtually. If the parties agree to work-site visits, school staff and TNTP will be instructed to follow all healthy and safety procedures, including the requisite Personal Protective Equipment prior to commencing on-site work. TNTP reserves the right to discontinue work-site visits at any time if TNTP determines that cessation of work-site visits is necessary to protect the health and safety of its personnel.

If required by the scope of services, provide to TNTP, at no cost to TNTP, and within thirty (30) days of a written request all requested student data ("**Student Data**"), teacher and staff related data ("**Staff Data**"), and demographic and school/district information ("**School Data**"). Student Data, Staff Data, and School Data is collectively referred to herein as "**Data**," as provided in Section 10 of this agreement. The Client's failure to provide TNTP with Data, or access to collect the Data, may cause a material delay in the delivery of services for which TNTP will not be held responsible.

Section 3. Acknowledgements.

- a. For the purposes of this agreement and pursuant to FERPA, CFR 99.31, a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records. The Client designates TNTP to act in a School Official role for the purposes outlined in the Scope of Work.
- b. TNTP's relationship to the Client is that of an independent contractor. The Client and TNTP intend that an independent contractor relationship be created by this Agreement, and not an employer/employee relationship, partnership, joint venture or other business group or concerted action. TNTP may upon written notice to you, subcontract any portion of TNTP's Services in its sole discretion. The Client, and not TNTP, is responsible for all employment-related obligations, liabilities, and decisions that may relate to the implementation of TNTP's services.
- c. TNTP will use its reasonable efforts to achieve the deadlines for services, if any, set forth in any timetable and/or dates for delivery contained in the Scope of Services.

- d. TNTP may use video for any of TNTP’s Services in its sole discretion and for its legitimate business purposes in perpetuity so long as it is made pursuant to all federal, state and local laws, rules and policies relating to confidentiality and protected information.

Section 4. Representations and Warranties. Each party agrees that it:

- a. Has the full right, power, legal capacity and authority to enter into this Agreement and to carry out its obligations hereunder.
- b. Maintains adequate and appropriate insurance, including comprehensive general liability, professional liability and workers’ compensation insurance, to cover activities under this Agreement.
- c. Will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services hereunder.
- d. Is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.

Section 5. Payment and Invoicing.

The Client shall pay a flat fee to TNTP in the amount of \$24,568 for TNTP Services (the “**Client Fee**”). TNTP shall invoice the Client for the total Client Fee according to the following schedule:

Invoice Date	Invoice Amount
September 20, 2022	\$ 24,568

TNTP will submit an invoice reflecting the flat fee according to the above schedule. TNTP’s failure to timely invoice will not constitute a waiver of any of TNTP’s rights hereunder or constitute a breach by TNTP of this Agreement. The invoice is due and payable by ACH or wire transfer within 30 days of your receipt of the invoice, without regard to any delay for purchase order or invoice reference. The Client will validate any changes to ACH or wire payments by contacting TNTP at finance@tntp.org. After 30 days, interest may be charged at a rate of 1% per month. The Client agrees to provide, for inclusion in each Project Proposal, the specific information that must be included on an invoice (e.g., a Purchase Order Number or other reference). If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full when due and payable, and the disputed amounts shall be presented to TNTP for resolution as soon as such disputed amounts have been determined by the Client. The Client shall not be obligated to compensate TNTP for, and TNTP shall not be obligated to provide, services to be performed after termination of this Agreement.

Financial Contacts:

For TNTP: Tonya Horton
 EVP, Central Operations
 ar@tntp.org

For Client: Lorna James-Cervantes _____ (Financial Contact Name)
 Board President, Strong Start Academy Elementary School (Title)
 jamescervanteslorna@gmail.com (Email Address)
(TNTP will direct invoices to this address)

Section 6. Termination.

If at any time either of the parties believes that the other party has materially breached its obligations hereunder, written notice shall be given setting forth the asserted breach and providing an opportunity to cure the same within thirty (30) days after such written notice. If the asserted breach shall not have been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts to cure are claimed in writing by the party to whom the written notice of asserted breach was given, said party will have an additional opportunity to cure for a period of thirty (30) days following the expiration of the initial thirty (30) day cure period. If the asserted breach shall not have been cured to the satisfaction of the party providing written notice of asserted breach, that party may elect to terminate this Agreement upon written notice to the breaching party. If this Agreement

is terminated, the rights and obligations of each party hereunder will terminate, provided, however, that such termination will not terminate the rights and obligations of the parties that expressly survive the termination of this Agreement, including, without limitation, the obligation of the Client to pay TNTP for expenses incurred and for all services provided pursuant to this Agreement prior to the effective date of such termination.

Section 7. Indemnification, Limitation of Liability and Subpoenas.

The Parties agree to defend and indemnify the other Party, their subsidiaries and affiliates, and hold them harmless from any and all claims, losses, damages, penalties, costs, and expenses including without limitation, settlement costs and any legal, accounting and other expenses for investigation or defending any actions or threatened actions (collectively, "Losses") to the extent such Losses were caused by (a) the intentional misconduct of a Party, its personnel, or any of their employees or agents, (b) any untruth, inaccuracy, fraud or material omission in any representation or warranty made by a Party, or (c) any employment decisions made by a client related to the services provided by TNTP. Except for a party's indemnification obligations under this Agreement: (i) in no event shall either party be liable for any indirect, consequential, special, incidental or punitive damages arising from or relating to performance under this Agreement, and (ii) in no event shall either party's liability for any and all claims arising out of or relating to its performance under this Agreement exceed the amounts paid by or payable by the Client hereunder, or as allowed by law. Nothing herein is intended to limit or restrict the indemnification rights or obligations outlined in Section 7.

In no event will TNTP be liable for any loss profits, loss of use, loss of contracts or for any indirect or consequential loss or damage. TNTP will not be liable to the Client for any liability arising in connection with TNTP's services, except to the extent such liability results from TNTP's fraud or intentional misconduct.

If TNTP is requested by Client or required by subpoena or similar legal process to produce TNTP's materials or personnel with respect to an engagement for Client, provided that TNTP is not a party to the proceeding, the Client will reimburse TNTP for our professional time and reasonable out of pocket expense, including the reasonable fees and out of pocket expenses of our outside counsel which we incur in responding to such a request.

Section 8. Intellectual Property Rights.

Ownership by TNTP. Title to and ownership of all work product, data, reports, and materials created by or on behalf of TNTP prior to the Effective Date of this Agreement or in the course of implementing and executing the Services, whether partial or complete, and any work product derived therefrom (collectively referred to as the "**Work**"), shall be and remain solely in TNTP except for the Client Data. The Client agrees that all Work created by will not be transferred, shared, licensed or sold by the Client to any other entity under any circumstances without the prior written consent of TNTP. TNTP shall be considered the author of the Work for purposes of copyright and only TNTP shall have the right to copyright the same. Additionally, TNTP retains all rights, title and interest in and to all processes, methods, systems, layouts, and information including TNTP's Video Library, Learning Portal, Insight, Academic Scorecard and online platforms (collectively the "**TNTP Tools**") used in creating the Work. Nothing in this Agreement shall be deemed to grant to the Client any ownership rights in the Work or the TNTP Tools, and except as expressly granted to the Client hereunder, the Client shall have no right or license with respect thereto.

Ownership by the Client. As between the Client and TNTP, the Client owns all Client Data provided to TNTP by or on behalf of Client in connection with this Agreement. The Client agrees that TNTP may use de-identified Client Data to perform its obligations hereunder and may use de-identified Client Data for its legitimate business purposes, including, without limitation, for purposes of publication, research, evaluation and presentation by TNTP.

Client Partners. The Client grants TNTP permission to share the Client Data with third party researchers, evaluators, partners and funders designated by the Client upon receiving written permission (including permission through electronic mail) from the Client.

Promotional Materials. The Client and TNTP agree that either party may use descriptions of the Services in future promotional materials and client lists, and that TNTP may explicitly identify the Client as a client of TNTP and the Services.

License to the Client. TNTP grants the Client the following limited, revocable non-exclusive, non-transferable, non-sublicensable license to use the deliverables for the Client's own internal business operations, trainings and analysis only and agree not to disclose the deliverables to any third party except as otherwise permitted under this Agreement. The Client agrees that transfer of ownership in the Deliverables will occur only after the Client's payment in full to TNTP for all services associated with the Deliverables. TNTP does not convey to Client any ownership or license rights in any TNTP IP used in performance of the Services, or in the frameworks, processes, methodologies, analytical tools and industry data and insights that may be used or developed by TNTP in the performance of the Services. The Client agrees to keep the TNTP IP confidential and nothing in this agreement shall grant any ownership rights in the TNTP IP to the Client.

License to TNTP. The Client grants TNTP a worldwide, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to use, modify, reproduce, display, transmit, distribute, publicly perform, and create derivative works of the Client Data in de-identified and/or aggregated form. The Client agrees that TNTP may use any de-identified data and metrics regarding the Client's business which are provided to TNTP by the Client or which are otherwise collected by TNTP during the course of the engagement.

TNTP may identify the Client as the source from which the data originated if it complies with the other terms in this Agreement. The Client and TNTP agree that either party may use descriptions of TNTP's Services in future promotional materials, media and client lists, and that TNTP may explicitly identify the Client as a client of TNTP.

Trademarks. Client acknowledges that TNTP owns the TNTP name, flame logo, and the tagline Reimagine Teaching (collectively the "Marks"). TNTP grants Client a limited, non-exclusive, non-transferrable, revocable license to the Marks for the specific purpose of the marketing and promotion of the Project, services and partnership. Any use of the Marks beyond the scope of the services shall be subject to the prior written approval by TNTP, be consistent with the terms of this Agreement, and be used for the sole purpose of the Project, TNTP's services and partnership with the Client. The Marks may not be altered or modified in any way unless approved by TNTP. Client will immediately cease using the Marks upon the earlier of TNTP's request, the termination of this Agreement or the completion of the Project and services. Client shall not attempt to register the Marks and will cooperate with TNTP protecting, defending them.

Survival. The terms of this Intellectual Property Rights Section shall survive the termination of this Agreement.

Section 9. Data

The Parties agree that confidential or proprietary Data may be shared between the Parties and may only be used by the other Party for the purposes identified in Appendix A. The Client agrees to provide the requested data in a timely manner to ensure that project timelines are followed. The Parties agree to comply with all relevant federal, state, and local laws and regulations governing the privacy and security of personally identifiable information (including transmission of data), to the extent applicable.

The Parties agree that any disclosure of Confidential Information shall be made available only to its employees, officers, directors, financial and legal advisors, agents or representatives (Representatives) who need to know in order to further the purpose of the services addressed in this agreement and as required by law. The Parties further agree to inform its Representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with the terms of this Agreement. The Parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services. The Parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services.

Client recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"), TNTP is considered a School Official with a legitimate educational interest, providing services that would otherwise be performed by the Client, and under the control and direction of the Client with respect to the education records. The Client shall define the criteria for determining who constitutes a "school official" and what constitutes a "legitimate educational interest" as permitted by FERPA, broadly enough to permit the provision of the Services hereunder, and reasonably

inform students or their parents of the same in accordance with 34 C.F.R. § 99.31. TNTP shall comply with all applicable provisions of the United States Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 (FERPA) in receiving and handling personally identifiable information from education records as a "school official" under FERPA.

Notwithstanding the above, Client shall not provide or make available to TNTP any student's personally identifiable information from education records (for purposes of FERPA) unless: (i) Client has obtained, with respect to each student's PII provided to TNTP, appropriate written consent to disclose such PII to TNTP, and authorization for TNTP to use such PII in connection with performing Services, and (ii) written notice identifying particular Data as PII. All personally identifiable information will be destroyed within 60 days of the termination of this agreement.

Separate from the parties' obligations with respect to student data, the Client agrees not to send TNTP any data that can identify an individual ("Personal Data") unless otherwise mutually agree that it is a requirement in order to effectuate TNTP's services under the Agreement. In such circumstances, the parties shall comply with the obligations imposed on us by applicable data privacy legislation and these paragraphs. In providing TNTP with Personal Data the Client will be acting as the data controller and will confirm that Client has complied with relevant laws and obtained all necessary consents for lawful processing, including in connection with any transfers of Client's Personal Data.

Section 10. Miscellaneous.

- TNTP's services are limited to those specifically described in the Agreement and applicable Scope of Services and do not under any circumstances constitute accounting, audit, or tax related assistance or advice, investment advice, legal advice or services (including as to the manner, if any, in which you the Client may lawfully implement any advice provided by TNTP), expert witness services.
- In any event any provision of this Agreement is held by a court to be unenforceable as written, that provision will be reformed so as to give effect to the intentions of the parties, and the other provisions of the Agreement.
- Neither the Client nor TNTP may assign their rights under this Agreement without the prior written consent of the other.
- TNTP will not be liable to the Client or to any third party, nor be deemed to have breached this Agreement, for any failure or delay in performing any of its obligations under this Agreement when such failure or delay is caused by or results from an event beyond TNTP's reasonable control, including without limitation (1) acts of God, (2) natural disasters, (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (4) governmental orders or restrictions, (5) international, national or regional emergency, (6) flood, fire, or explosion, (7) strikes, labor shortages, stoppages or slowdowns, (8) epidemics, pandemics, diseases, quarantines, or other extraordinary event which is determined to constitute a public health risk ("Force Majeure Event"). TNTP will use commercially reasonable efforts to give notice of the Force Majeure Event to the Client stating the period of time the occurrence is expected to continue, provided that (a) TNTP is able, given the nature and scope of the Force Majeure Event, to reasonably state such time period, and (b) any delay by TNTP to provide such notice or to state the time period when performance will be resumed will not negate the enforceability of this Section. Upon cessation of such Force Majeure Event, as reasonably determined by TNTP, TNTP will thereupon use commercially reasonable efforts to resume efforts to promptly perform or complete the performance of TNTP's Services hereunder as soon as reasonably practicable after the cessation or resolution of the Force Majeure Event. If TNTP's failure or delay to resume efforts to promptly perform or complete the performance remains uncured for a period of 60 days following notice given by it to Client under this Section, either party may thereafter suspend or terminate its performance under the applicable Scope of Work upon 30 days' written notice.
- All notices required by this Agreement will be in writing and either personally delivered or mailed, to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. If to TNTP, the notice will be to Florrie Chapin Vice President, General Counsel and Corporate Secretary, Legal Department.

- This Agreement will be governed by Nevada law without reference to conflicts of laws principles. The Parties agree and consent to the jurisdiction of and venue in the state or federal courts in Clark County and state of Nevada in all disputes arising out of or relating to this Agreement.
- This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations and agreements, if any, with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right or remedy.
- The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement may also be executed by email, or other electronic means, and so executed shall have the full force and legal effect of an original.

[Signature Page to Follow]

Signatures.

The parties, by signing below, by their duly authorized representatives confirm their acceptance of the terms and agree to execute this Agreement, which shall be effective on the Effective Date.

CLV Strong Start Academy

By: *Lorna M. James-Cervantes*
Lorna M. James-Cervantes (Apr 11, 2022 08:57 PDT)

Date: Apr 11, 2022

Name (print): Lorna M. James-Cervantes

Title: Board President

TNTP, Inc.

By: _____

Date: _____

Tonya Horton
EVP, Central Operations

Schedule A **Statement of Work**

(The Parties agree that the two-day professional learning will be facilitated in-person and the preparation to align and debrief will take place virtually.)

Teacher Onboarding & Induction

Approach:

TNTP has over 20 years of experience training teachers, and we have learned a lot about teacher growth and development along the way. In our national report *Leap Year*, we explain why the first year is the most important year in a teacher's career. In *The Mirage*, we explored what it truly takes to help teachers improve their practice. In our most recent report, *The Opportunity Myth*, we found that schools with a consistent focus on high student expectations and strong supports for staff to teach toward high expectations were most likely to provide high-quality experiences for students. From our research and work in the field, we have seen that teachers who make a strong start are more likely to remain successful over time, and that, as a field, we have made some misplaced assumptions about what helps teachers to improve. A well-designed new teacher induction series can support in ensuring teachers who are new to the profession or new to the school get off to a strong start, feel connected to their work, and are retained over time.

Informed by our national research and prior work in the field, TNTP proposes to design and facilitate a professional learning experience that will prepare new teachers to be successful in the charter school launched by the City of Las Vegas. In close partnership with key stakeholders, TNTP will create a tailored scope and sequence for learning a group of teachers new to the school.

TNTP will build capacity among teachers to implement effective student engagement practices and rigorous, equitable, and standards-aligned instruction in core subjects. While we will differentiate sessions to build upon teachers' existing skills and strategically push their professional learning, we will prioritize shared learning and foundational skills related to the following topics:

- School vision for instructional excellence and student experience
- Instructional rigor and expectations of Nevada Academic Content Standards in core subjects
- Planning and implementing strong instruction in core subjects
- Analyzing instructional tasks and student work to ensure access to grade-appropriate assignments
- Working in Professional Learning Communities

Each professional learning session will be highly collaborative, including a balance of direct instruction, practical application, and reflection to ensure teachers have time to process and internalize new learning. TNTP will work with school leaders to determine an appropriate training schedule given the school calendar, as well as a content focus that aligns with priorities for teacher development.

Timeline:

Given that the school will be new, much of the content related to the school's vision and instructional approach will need to be created from scratch and/or highly customized. *Given this, we estimate that it will take a month for TNTP staff to design all session content and materials, one week to prep, and then two days for facilitation and wrap-up. There will be a final virtual 90 minute coaching session with the school leader to debrief and outline potential next steps in professional learning. The specific dates will be dependent upon the school calendar.*

Budget:

The cost for designing and leading teacher induction is **\$24,568**. This includes TNTP staff members who will work with school leaders to design and lead a two-day teacher induction program, travel, and program supplies.



TNTP PROJECT BUDGET		Cost
Program Staff		\$20,888
Program Expenses		\$3,680
TOTAL	\$	24,568