


## Statement of Work

<b>Project:</b> 2025-26 NIET Support for Southwest ISD - Strong Foundations Implementation PLC Math Grant		<b>Project ID:</b> ID-4080
<b>Partner:</b> Southwest ISD		<b>Date:</b> March 20, 2025
<b>Primary Contact Name:</b> Anitra Crisp	<b>Phone:</b>	<b>Email:</b> acrisp@swisd.net
<b>Secondary Contact Name:</b> Jeanette Ball	<b>Phone:</b> (210)622-4300	<b>Email:</b> jball@swisd.net
<p><b>Scope:</b> Southwest ISD has requested NIET support for the 2025-2026 school year under the Strong Foundations Implementation School Improvement PLC Grant under LASO Cycle 3 to support three campuses, McNair MS, Resnik MS and Scobee MS.</p> <p>Support will include three (3) days of Cluster Trainings (PLC) and forty-three (43) days of onsite/virtual coaching and support (which includes at least twenty (20) PLC meetings using the Five Steps for Effective Learning focused on unit and lesson internalization of Bluebonnet Learning in Math using the gradual release of responsibility with the PLC facilitator as well as action plans and learning walks in addition to facilitating PLCs).</p> <p>The total cost is \$126,500, inclusive of travel. This agreement is effective June 1, 2025, and will continue through June 30, 2026; additional information is outlined in Appendix A. The parties acknowledge and agree that the General Terms and Conditions along with the additional details outlined in Appendix A are hereby incorporated into this Statement of Work.</p>		
<b>Authorized Representative Name</b>	<b>Date</b>	<b>Authorized Representative Signature</b>
<u>National Institute for Excellence in Teaching</u> Molly Kwas Chief Financial Officer	March 20, 2025	
<u>Southwest ISD</u> Name: Title:		

## **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions ("General Terms and Conditions") are applicable to any Services (as defined below) provided by the National Institute for Excellence in Teaching, a nonprofit, public benefit corporation ("NIET") as retained and subscribed pursuant to the "Statement of Work" ("SOW", and together with these General Terms and Conditions, the "Agreement") therein as the Client.

### **1. THE SERVICES**

- a. Provision of the Services. Pursuant to the Statement of Work, NIET has agreed to provide Client with services as described in the Statement of Work, (the "Services"). The Services may be provided to Client in person or virtually by NIET personnel, by granting access to NIET's Data Management System (the "Portal"), or as more fully set forth in the Statement of Work. All references herein to "Client" shall refer to Client and its affiliates that are receiving the Services pursuant hereto.
- b. Performance Standard. NIET will perform the Services in a professional manner, using personnel having a level of skill in the area commensurate with the requirements of the Services to be performed. NIET shall use commercially reasonable efforts to maintain the timeliness of the delivery of the Services.
- c. Use of Services. Client agrees that (i) it will not knowingly use the Services in contravention of any laws or regulations, (ii) it will use the Services in accordance with the instructions and reasonable policies established by NIET from time to time and communicated to Client and (iii) it will use the Services only for internal purposes. Client will not provide, directly or indirectly, any of the Services or any portion thereof to any third-party.
- d. Client Responsible for Compliance with Laws. Client (and not NIET) will be responsible (i) for compliance by Client with all laws and governmental regulations affecting its employees (including labor regulations (e.g., time and attendance) and collective bargaining agreements, and (ii) for any use Client may make of the Services to assist in complying with laws and governmental regulations, including qualifying for and obtaining grants or complying with any related audits.
- e. Web-Based Services. Client understands that a portion of the Services supplied by NIET hereunder are delivered over the Internet and the reliability of the Internet is beyond the reasonable control of NIET. Therefore, although NIET makes reasonable efforts to ensure the accuracy and reliability of such Services, neither NIET nor any third party supplier guarantees such accuracy or reliability, and Client acknowledges that NIET, its employees, agents, contractors, sub-contractors and other third party suppliers will not be held liable for any damages suffered or incurred by Client or any other person or entity arising out of (a) any fault, interruption or delay in any service supplied to Client, (b) out of any inaccuracy, error or omission in any Service supplied to Client, (c) any loss of data, or (d) any reliance upon any Service supplied to Client however such faults, interruptions, delays, inaccuracies, errors or omissions arise, unless due to NIET's gross negligence or willful misconduct.

### **2. FEES; TAXES**

- a. Late Cancellation. In the event that NIET is scheduled to deliver Services and for reasons unrelated to Section 8.e., the Client cancels within seventy-two (72) hours, NIET will charge for the delivery of Services as outlined in the Statement of Work.
- b. Fees. Client shall pay NIET for the Services in the amount and at the time set forth in the Statement of Work. Client will pay all invoices, if any, in full within thirty (30) days of invoice date. If Client fails to pay any amount due hereunder, whether by acceleration or otherwise, Client, on written demand, shall pay interest at the rate of 1.5% (or the maximum allowed by law if less) on such past due amount from the due date thereof until the payment date. Client shall reimburse NIET for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due NIET hereunder.

### **3. INTELLECTUAL PROPERTY**

- a. Ownership of Proprietary Rights. All rubrics, trainings, support materials, software applications, manuals, reports, studies, and related documentation made available, directly or indirectly, by NIET to Client, including without limitation the Portal and all manuals, reports, studies and similar material created by NIET, as part of the Services (collectively, the "NIET Products") are the exclusive property of NIET or the third parties from whom NIET has secured the rights to such NIET Product. All rights, title and interest in or to any copyright, trademark, service mark and other proprietary right relating to the NIET Products and the related logos, product names, etc. are reserved. The use of any software included in, or supplied by NIET for use with, the NIET Products, shall be governed by the license agreement delivered with such software. Neither Client nor any recipient shall: (i) alter or remove from any NIET Product or associated documentation any proprietary, copyright, trademark or trade secret legend, or (ii) attempt to decompile, disassemble or reverse engineer the NIET Product or other confidential and proprietary information.
- b. NIET Infringement Indemnity. NIET will defend Client in any suit or cause of action alleging that the NIET Products, as provided by NIET and used in accordance with the terms of this Agreement, infringe upon any United States copyright, trade secret, or other proprietary right of a third party. NIET will pay damages assessed, including reasonable attorneys' fees, against Client in any such suit or cause of action, provided that, (i) NIET is promptly notified in writing of such a suit or cause of action, (ii) NIET controls any negotiations or defense and Client assists NIET as reasonably required by

NIET, and (iii) Client takes all reasonable steps to mitigate any potential damages that may result. The foregoing infringement indemnity will not apply and NIET will not be liable for any damages assessed in any suit or cause of action whereby Client is required to indemnify NIET pursuant to Section 3.c. below. If any NIET Product is held or believed to infringe on any third-party's intellectual property rights, NIET may, in its sole discretion, (a) modify the NIET Product to be non-infringing, (b) obtain for Client a license to continue using such NIET Product, or (c) if neither (a) nor (b) are practical, terminate this Agreement as to the infringing NIET Product and return to Client any unearned fees paid by Client to NIET in advance. This Section 3.b. states NIET's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

- c. Client Infringement Indemnity. To the extent permitted by State law, Client will defend NIET against, and pay damages assessed in, any suit or cause of action alleging that the NIET Products infringe upon any United States copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from (i) any alteration, change, modification and /or enhancement of the NIET Products made by Client or any third party on behalf of Client without NIET's express permission; (ii) Client's use of the NIET Products in combination with any hardware, software or other materials not expressly authorized by NIET, or use of other than the most current release of the NIET Products that results in a claim or action for infringement that could have been avoided by use of the current release, (iii) use of the NIET Products after Client has been notified that the NIET Products infringe upon the intellectual property rights of a third party, or (iv) use by Client of unmodified NIET Products after Client has been informed of modifications that would avoid claims of infringement.

#### 4. GENERAL PROVISIONS

- a. Protection of Client Files. NIET will take reasonable precautions to prevent the loss of or alteration to Client's data files in NIET's possession, but NIET does not undertake to guarantee against any such loss or alteration. NIET will maintain a record retention policy and may from time to time, in its sole discretion, modify or amend such policy. However, NIET is not and will not be, Client's official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to NIET.
- b. Confidential Information. All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and authorized agents with a need to know and will instruct such persons to keep such information confidential. Notwithstanding the foregoing, (i) NIET may use information collected in the Portal for its noncommercial research purposes and (ii) the receiving party may disclose Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it and to the extent necessary to enforce its rights under this Agreement.

#### 5. LIMITATION OF LIABILITY

This Section 5 sets forth the full extent of NIET's liability for damages resulting from this Agreement or the Services rendered or to be rendered hereunder, regardless of the form in which such liability or claim for damages may be asserted, and sets forth the full extent of Client's remedies. NIET and Client acknowledge that the fees for the Services to be provided hereunder reflect the allocation of risk set forth in this Section 5.

- a. Client Responsibility. Client will be responsible for (i) the consequences of any instructions Client may give to NIET, (ii) Client's failure to use the Services in the manner prescribed by NIET, and (iii) Client's failure to supply accurate and timely information.
- b. Errors and Omissions. NIET's sole liability to Client or any third party for claims of any type or character arising from errors or omissions in the Services that are caused by NIET shall be to correct the affected Client training, product, study, report or material, as the case may be. Upon the request of Client, NIET will correct any error or omission made by NIET in connection with the Services at no additional charge to Client.
- c. Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this Agreement (other than and subject to its indemnity obligations pursuant to Section 3.b, above), NIET's liability under this Agreement for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to the Services will be limited in each instance to the lesser of (i) the amount of actual damages incurred by Client or, (ii) NIET's charges for the affected Services; provided however, that NIET's aggregate liability hereunder in any calendar year will not exceed the fees collected from Client by NIET during the previous twelve (12) months. NIET will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against future Services. The foregoing limitation shall not apply to actual damages incurred by Client as a direct result of the criminal acts of NIET or any of its employees.
- d. No Consequential Damages. NEITHER NIET NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 6. TERM AND TERMINATION

- a. Term. NIET or Client may terminate the Statement of Work as provided therein. The Terms of this General Terms and Confidential and Proprietary

Conditions shall survive the termination of the Statement of Work, as applicable.

- b. Post-Termination Services. If the parties agree to any post termination services, such as transition services, the Agreement shall continue to with respect to such Services to the extent not expressly contradicted by any such post-termination agreement.
- c. Post-Termination Data. If requested by Client within 6 months of the termination of the Statement of Work, NIET shall deliver Portal reports to Client in, at NIET's election, an Excel or PDF format. Client may request within 6 months of the termination of the Statement of Work Portal reports in another format, or raw data, and NIET will attempt to accommodate Client at a fee to be mutually agreed upon by the parties.

## **7. DISCLAIMER OF WARRANTIES**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NIET EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES, THE NIET PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY NIET OR ANY THIRD-PARTY SOFTWARE DELIVERED BY NIET.

## **8. GENERAL**

- a. Assignment. Neither party may assign this Agreement without the prior written consent of the other.
- b. Inducement. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement shall not be modified except in writing and signed by NIET and Client.
- c. Independent Contractor Status. Each party and its employees are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.
- d. Third Party Beneficiaries. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. NIET has no obligation to any third party by virtue of this Agreement.
- e. Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, earthquake, civil disobedience, pandemic, court order, labor dispute, or other cause beyond the party's reasonable control.
- f. Governing Law. This Agreement shall be governed, construed, and enforced according to the laws of the State of Tennessee, without giving effect to principles of conflicts of laws.
- g. Notices. Notices sent to either party shall be effective when delivered in person, by mail, or by email to the address or email address, as the case may be, set forth in the Statement of Work. For mail, notice shall be effective one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid. For email, notice shall be effective upon receipt acknowledgement from the recipient.

## Appendix A

Name	Description	Quantity	Price	Extended Cost
Professional Learning: The Cluster Meeting Training SY24-25	How can professional learning be designed and delivered to promote reflective collaboration that leads to educator growth and student growth? In this two-day training, participants will know and be able to implement professional learning structures that support adult learning and develop teacher collective efficacy. Participants will examine the Five Steps of Effective Learning protocol and how these five steps can structure professional learning to support classroom application. Participants will apply their new learning by planning a future cluster meeting based on their current teacher and student needs.	0.5	\$5,500.00	\$2,750.00
Professional Learning: The Cluster Meeting Training SY25-26	How can professional learning be designed and delivered to promote reflective collaboration that leads to educator growth and student growth? In this two-day training, participants will know and be able to implement professional learning structures that support adult learning and develop teacher collective efficacy. Participants will examine the Five Steps of Effective Learning protocol and how these five steps can structure professional learning to support classroom application. Participants will apply their new learning by planning a future cluster meeting based on their current teacher and student needs.	1	\$5,500.00	\$5,500.00
TX School Improvement PLC Supports SY25-26	NIET will provide on-site training and support to create a strong cluster (PLC) structure to build capacity of cluster (PLC) facilitators to support HQIM implementation of Texas OER (Bluebonnet Learning Math and/or Reading) instructional materials with fidelity and sustainability. This structure will include identifying the need based on student data, embedded professional learning around unit and lesson internalization protocols, lesson rehearsal, time for teacher development, and application of new learning in the classroom with follow up support. NIET will work directly with the PLC facilitator(s) and school leaders using the gradual release of responsibility to build capacity for facilitators to lead clusters (PLCs). facilitation of campus PLCs in a gradual release model with the campus PLC facilitator(s).	43	\$2,750.00	\$118,250.00
<b>TOTAL</b>			<b>\$126,500.00</b>	

*Please note: NIET issues invoices on a monthly basis for support outlined in this Statement of Work. NIET invoices in half and full day increments based on direct hours of support. For 3 or fewer hours, a half-day will be invoiced. For more than 3 hours, a full-day will be invoiced. This Statement of Work is valid for 60 days from the date hereof, and becomes binding if signed and delivered by both parties during that period.*