

NATIONAL SCIENCE TEACHING ASSOCIATION
Professional Learning Services Agreement for
Penn High School

This is an Agreement by and between the National Science Teaching Association, a nonprofit Virginia corporation, with its principal place of business at 405 E Laburnum Ave Ste 3 Richmond VA 23222 (hereinafter "NSTA"), and for Penn High School (hereinafter "District").

1. NSTA Responsibilities

It shall be the responsibility of NSTA to provide professional learning services to build teachers' capacity for science teaching and learning focused on sensemaking to achieve science literacy for all students based on *A Framework for K-12 Science Education* and the *Next Generation Science Standards* (NGSS), specifically through:

- a. *Teaching Unit Storylines* four-day workshop (two days onsite and two days virtual) for high school science teachers, teacher leaders and administrators led by an NSTA expert professional learning facilitator.
- b. Instructional Coaching Cycles (four virtual coaching cycles), led by an NSTA expert instructional coach
- c. Mentoring sessions (seven one-hour virtual sessions) led by an NSTA expert professional learning facilitator.
- d. Development of appropriate materials and handouts.

2. District Responsibilities

It shall be the responsibility of the District to provide:

- a. A contact person for input, coordination, communication, and feedback, as well as day-of logistics and support.
- b. Marketing/communication to potential attendees.
- c. A purchase order for services described herein, within 30 days of receipt of fully executed contract.

3. Dates and Times

The *Teaching Unit Storylines* workshop to be delivered (1) onsite on November 19 and 20, 2024; and (2) virtually on December 2, 3, 4, and 5, 2024 (four three-hour segments). Instructional coaching cycles and mentoring sessions TBD by NSTA and District.

4. Location

The onsite location(s) will be determined by the District. Virtual professional learning workshop, instructional coaching cycles, and mentoring sessions will be hosted by NSTA using the Zoom platform.

5. Marketing

NSTA grants approval to use the NSTA's name, logos, or trademarks in promoting and marketing this workshop only.

6. Programs and Products

Teaching Unit Storylines Workshop (two days onsite and two days virtual). The *Teaching Unit Storylines* workshop will provide an in-depth exploration of the storyline approach to teaching and learning science. Participants will build understanding of and experience with implementing the

storyline instructional routines through engagement in lesson immersions* (and guided reflection) and careful analyses of classroom videos and real student work. Emphasis will be placed on the *putting the pieces together routine* and *problematizing routine* which help ensure that unit storylines are “designed to help children continually build on and revise their knowledge and abilities, starting from their curiosity about what they see around them and their initial conceptions about how the world works.” (NRC, 2012) Facilitating student discussions and leveraging formative assessment opportunities within the instructional sequence are foregrounded across the workshop days.

Instructional Coaching Cycles (four virtual cycles). Participants engage with NSTA instructional coaches in a one-on-one instructional coaching cycle. One complete coaching cycle includes (a) planning for lesson implementation (one hour); (b) teacher records 8-10 minutes of instructional time and uploads video to Sibme (NSTA provides the Sibme platform); (c) instructional coach reviews the uploaded video (Sibme platform allows for asynchronous feedback conversation); and (d) reflection on lesson implementation and next steps (one hour).

Mentoring Sessions (seven 60-minute virtual sessions). Mentoring sessions can be used to directly support teachers or provide guidance to the school leadership team in supporting their classroom teachers (this guidance can include professional learning around NSTA-designed instructional coaching tools and protocols).

7. Payment to NSTA

The District shall pay NSTA \$28,250 for professional learning services, inclusive of all expenses. NSTA will provide an invoice for each of the professional learning services described below.

Item	Amount	Invoice Date
Teaching Unit Storylines workshop (two 6-hour days onsite)	\$11,800	Total amount within 15 days after conclusion of workshop
Teaching Unit Storylines workshop continued (four 3-hour sessions virtual)	\$10,000	Total amount within 15 days after conclusion of workshop
Instructional Coaching Cycles (4 cycles)	\$4,000	Half of amount by December 31, 2024 and May 31, 2025
Mentoring Sessions (7 sessions)	\$2,450	Half of amount by December 31, 2024 and May 31, 2025

Payment will be due within 30 days after date of invoice.

8. Term

This Agreement shall commence upon the signing of the Agreement by both parties and extend through 5/31/2025. This Agreement shall be terminable by either party at any time and for any reason, by giving thirty (30) days written notice of termination to the other. Upon termination of this Agreement, the District be invoiced for services actually rendered under this Agreement as of the date of termination (the “final invoice”). Upon issuance of the final invoice, NSTA shall have no further obligation to the District. By accepting the final invoice, the District releases and discharges NSTA from any claims or causes of action arising out of or relating to this Agreement.

9. Independent Parties

This Agreement does not nor shall be deemed to create, constitute, recognize, or imply any joint venture, partnership, joint employer, or principal/agent relationship. Neither party shall be liable for the acts or omissions of the other party and each party shall carry adequate liability and other insurance covering any claim against it arising out of activities related to the workshop.

10. Intellectual Properties

NSTA shall own all rights, including copyright and trademark, to all materials specifically developed or created for or used during the workshops. District educators will be able to re-use handouts provided during the workshop series.

11. Confidential Information

The District acknowledges that in the performance of this Agreement, there will be access to confidential and proprietary information of NSTA, including, but not limited to, information relating to NSTA, the NSTA membership, NSTA Press books, NSTA e-books, NSTA Daily Dos and instructional materials, NSTA Workshops and Web Seminars, NSTA Professional Learning Units (PLUs) and courses and other content (the "confidential information"). The District agrees and warrants, during the term of this Agreement and thereafter, to protect and not disclose such confidential information to third parties, except as authorized by NSTA, and not to use such confidential information for any purpose other than the development, production, and marketing of NSTA content or professional learning under this Agreement. These obligations and warranties shall survive the termination of this Agreement.

12. Ownership of Materials

NSTA shall own all rights, including copyright and trademark, to all materials relating to NSTA content and professional learning and all materials produced under this Agreement.

13. Grant of Rights

The District recognizes and agrees that nothing in this Agreement may be construed as granting any rights to the District, by license or otherwise, to use any of NSTA's materials except as required to perform services under this Agreement.

14. Equitable and Legal Relief

The District acknowledges that the unauthorized disclosure or use of NSTA's confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the District agrees that NSTA shall have the right to obtain an immediate injunction from any court of competent jurisdiction enjoining breach of this Agreement and/or disclosure of NSTA's confidential information. NSTA shall also have the right to pursue any other remedies available at law or equity for such a breach.

15. Indemnity

Each party agrees to indemnify and hold harmless the other from any and all losses, damages, or expense (including reasonable attorney fees) arising from the negligence or willful misconduct of the indemnifying party, its agents and employees in the performance of its duties and responsibilities under this Agreement.

16. General Conditions

- a. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflict of law, and the

courts of St. Joseph County, Indiana shall be the only courts of competent jurisdiction. NSTA and the District agree to waive any right they may have to a jury trial.

- b. Written notices pertaining to this Agreement by either party to the other party may be given by hand-delivery, by overnight delivery, electronic transmission or by prepaid U.S. certified mail, return receipt, in each case to the address or e-mail address, as appropriate, of the other party. Notices shall be deemed given upon receipt by the other party.
- c. Neither party shall assign, transfer nor delegate its responsibilities under this Agreement to any third party without the prior written consent of the other party.
- d. Neither this Agreement, nor any of its terms or conditions, may be amended or changed except by a written instrument duly executed by both parties.
- e. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns.
- f. If any provision of this Agreement or the application of such provision to a party or circumstance is held invalid by a court of competent jurisdiction, the remainder of the Agreement, or the application of that provision to a party or circumstances other than those to which it is held invalid, will not be affected.
- g. Failure on the part of either party to complain of any action or non-action of the other party shall not be deemed a waiver of any rights under this Agreement.
- h. The language of this Agreement shall be construed fairly as to both parties and not in favor of or against either party based on which party proposed the language.
- i. Except as otherwise set forth in this Agreement, this Agreement constitutes the sole and entire agreement between the parties hereto as to the subject matter hereof and supersedes all prior agreements and understandings of every kind and nature between them as to the subject matter.

Billing Information

The District must provide NSTA with a purchase order for services described herein, within 30 days of receipt of the fully executed contract. Send PO to pldbusiness@nsta.org.

District Billing Information

District Name: _____
Street Address: _____
City: _____
State: _____
Zip: _____
Attention to/Contact Name: _____
Email address for invoicing: _____

NSTA Purchasing/Vendor Address

National Science Teaching Association
405 E Laburnum Ave, Ste 3
Richmond, VA 23222

NSTA Remittance Address

National Science Teaching Association
P.O. Box 90214
Washington, DC 20090-0214

In witness whereof, the parties execute this Agreement by their respective duly authorized representatives.

DISTRICT/ORGANIZATION

Signature

Date

NATIONAL SCIENCE TEACHING ASSOCIATION

Signature

Date