



**AGREEMENT**

THIS AGREEMENT ("Agreement") is by and between NCS Pearson, Inc., a Minnesota corporation, having offices located at 3075 W Ray Road, Suite 200, Chandler, AZ 85226 ("Pearson"), and the school, school district or other entity executing this Agreement below ("Customer").

**WHEREAS**, Pearson desires to provide to Customer, and Customer desires to obtain from Pearson, certain Pearson products and/or services;

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

1. Pearson shall make available the Pearson products and/or services set forth on the attached proposal. All products and services are provided to Customer pursuant to Pearson's standard terms and conditions as set forth in the proposal.
2. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which all together shall be deemed to constitute one and the same instrument. Transmission and receipt of this Agreement via facsimile or other electronic means shall be treated as original signatures for all purposes hereof and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

**IN WITNESS WHEREOF**, Pearson and Customer have caused this Agreement to be executed by their duly authorized representatives as of the date of the last signature below.

**CUSTOMER:**

Customer Name: Randolph Township Schools  
 Signature: *Gerald M Eckert*  
 Name: Gerald M. Eckert  
 Title: Business Administrator  
 Date: 12/11/14

Customer Address:

Address: 25 School House Road  
Randolph, NJ 07869

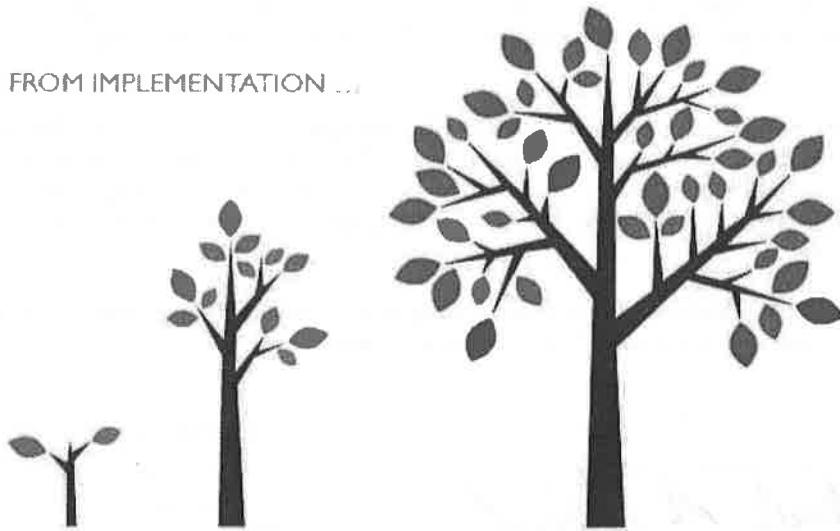
**NCS PEARSON, INC.**

Signature: *Matt Stricker*  
DocuSigned By: Matt Stricker  
 Name: Matt Stricker  
 Title: Vice President - Operations  
 Date: December 10, 2014

# Professional Development Proposal

## Randolph Township Schools

FROM IMPLEMENTATION ...



... TO LONG-TERM SUCCESS

**Jennifer Andrulowicz**  
**Services Specialist**  
**Pearson K-12**  
**NE Market**  
**917-797-3642**  
[jennifer.andrulowicz@pearson.com](mailto:jennifer.andrulowicz@pearson.com)

## Executive Summary

Pearson School Achievement Services develops and delivers trusted, relevant, innovative, and research-based on-site and online professional development, instructional solutions and technologies, and school-wide improvement services.

Pearson's nationwide teams of certified and highly qualified education consultants provide educators in schools, districts, and states with assistance in ensuring that all students are empowered and engaged to meet the highest college- and career-ready standards, no matter where they start.

To meet your specific needs, our services are delivered in a variety of ways, including face-to-face, virtual, and blended professional development, with capacity-building train-the-trainer options as well as ongoing job-embedded consultative services.

### ***Professional learning that increases educator effectiveness and results for all students:***

- occurs within learning communities committed to continuous improvement, collective responsibility, and goal alignment.
- requires skillful leaders who develop capacity, advocate, and create support systems for professional learning.
- requires prioritizing, monitoring, and coordinating resources for educator learning.
- uses a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning.
- integrates theories, research, and models of human learning to achieve its intended outcomes.
- applies research on change and sustains support for implementation of professional learning for long term change.
- aligns its outcomes with educator performance and student curriculum standards.

*Learning Forward (2012)* <http://www.learningforward.org/standards-for-professional-learning>

## Pearson's Services Offerings Continuum



## **Proposed Services Offerings**

### **SIOP® Training for Teachers**

**NUMBER OF DAYS:** 3

Educators gain an in-depth understanding of the components of the SIOP® Model and strategies to implement it in their classrooms in this multiday workshop. Participants gain practical skills to collaborate, share, and implement lesson plans that incorporate all eight components and thirty features of SIOP® in order to teach content while developing students' academic and social language.

**OUTCOMES:**

By the end of the workshop, participants will be able to:

- Explain eight factors that affect second-language acquisition.
- Identify the components and features of the SIOP® Model.
- Observe and practice each of the eight components.
- Incorporate the SIOP® Model into lesson planning.
- Build a sample lesson using SIOP®.

**TARGET AUDIENCE:**

K–12 Educators, School and District Administrators, Coaches, Specialists, Staff Development Specialists

**NUMBER OF PARTICIPANTS:** 30

**ISBN:** Grades K–12: 112992

## **COST PROPOSAL**

<b>District</b>	Randolph Township Schools			
<b>Address</b>	25 School House Road Randolph, NJ 07869 (973) 361-0808			
<b>Contact</b>	Paula Paredes-Corbel			
<b>Phone</b>	973-361-0808			
<b>Email</b>	Pparedes-corbel@rtnj.org			
<b>ISBN</b>	<b>Topic</b>	<b>Units</b>	<b>Price</b>	<b>Total</b>
112992	SIOP Training for Teachers (K-12) 3 days on-site	1	\$15,000	\$15,000
			<b>Total</b>	\$15,000

# **-ORDERING INFORMATION-**

## **Three simple ways to order Send Purchase Orders via:**

### **1) Mail:**

Pearson  
PO Box 2500  
Lebanon, IN 46052

### **2) Email:**

[K12cs@custhelp.com](mailto:K12cs@custhelp.com)

### **3) Fax:**

877-260-2530

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#### **Payment Remittance Address**

NCS Pearson, Inc.  
13036 Collection Center Drive  
Chicago, IL 60693

**Although Pearson makes every effort to accommodate all specific date and consultant requests, a purchase order or fully executed agreement must be received a minimum of three (3) weeks prior to delivery date.**

## Terms and Conditions

NCS Pearson, Inc ("Pearson") has made a proposal to provide certain professional development services to the school, school district or other entity ("Customer") named in Pearson's proposal to which these terms and conditions are attached (the "Proposal"). These terms and conditions, referred to herein as the "Agreement", set forth the terms upon which Pearson proposes to deliver such services. By Customer's acceptance of the Proposal, as acknowledged by Customer's provision of a purchase order or other confirmation of Customer's placement of an order for the services proposed, Customer acknowledges that Customer has reviewed the terms of this Agreement and agrees that Pearson's and Customer's respective rights and obligations with respect to the services outlined in the Proposal will be governed hereby.

1. **SERVICES.** Customer agrees to purchase, and Pearson agrees to furnish in accordance with this Agreement, those professional services (the "Services") that are described in the Proposal that Customer has accepted by providing a purchase order or other confirmation of Customer's placement of an order for the Services. Pearson does not guarantee any estimates, including delivery dates.

2. **PROJECT MANAGER.** Each party shall designate one of its employees or consultants to serve as Project manager. The Customer's Project Manager shall be empowered to act as Customer's authorized representative for coordination of the Services under this Agreement and to respond to Pearson's questions and requests. Pearson's Project manager shall be responsible for managing the Services provided to Customer. Either party may replace its Project Manager upon written notice to the other.

3. **CUSTOMER RESPONSIBILITIES.** Customer shall, at Customer's expense, furnish Pearson with all information, facilities, or other resources reasonably required by Pearson to perform the Services, including, without limitation, information as to Customer's data, data definitions, programs, files, business requirements, documentation requirements and operating procedures.

4. **FEES.** Customer agrees to pay Pearson the fees specified in the Proposal. All invoices are due net thirty (30) days from receipt. Customer shall also pay all applicable sales, use or other taxes or duties, however designated, which are imposed on any Services or any associated products or materials provided by Pearson pursuant to this Agreement. If Customer claims tax-exempt status, Customer will provide Pearson with evidence of such tax exemption upon request.

5. **TERM; TERMINATION.** This Agreement shall remain in force until the earlier of termination by either party in accordance with this Section 5, or completion of the Services. If this Agreement includes access to software or online content for a stated license period, and Customer later renews its access to such software or online content (which renewal will be at Pearson's then-current fees for same), then this Agreement shall remain in effect for such renewal period as it relates to Customer's license to use such software or online content.

Either party may terminate this Agreement in the event that the other party has materially breached its obligations hereunder and such breach is not cured within thirty (30) days of the breaching party's receipt of written notice of such breach. In the event of any termination of this Agreement, Customer shall not be relieved of any obligation to pay for Services or other items delivered prior to the date of termination. In addition, the provisions of Section 6, 7 and 8 shall survive the termination of this Agreement.

6. **OWNERSHIP RIGHTS.** If Pearson provides customer with any documentation manuals, software, access to online content, and/or any other materials (collectively, "Materials") as a result of the provision of Services, then: (a) Customer acknowledges and agrees that the Materials are protected by copyright, trade secret, and other intellectual property rights, and all such intellectual property rights shall remain vested in Pearson; and (b) Pearson grants Customer a non-exclusive, non-transferable license to use the Materials solely for its internal educational purposes. This license shall be perpetual, in the case of Materials provided in paper form. For software or access to online content granted for a stated license period, the term of the license will be for the period for which Pearson's applicable license fees were paid. Customer shall not make copies of any Materials or share the Materials with any third party unless authorized to do so in writing by Pearson. The extent that Customer may have any input into the creation of any Materials, Customer hereby grants, assigns and transfers to Pearson all of Customer's right, title, and interest in and to such Materials, including copyright and present and future patent rights, throughout the world. Customer agrees to execute such further instruments as Pearson may reasonably request to evidence, establish, maintain or protect its rights in, and ownership of, the Materials. All rights not expressly granted to Customer herein are reserved to Pearson.

Pearson shall be free to use for any purpose, without restriction, any ideas, concepts, know-how, and techniques that are used or acquired in the course of providing the Services, so long as Pearson does not disclose or use any Customer-specific data or confidential information without Customer's express, written consent. Customer acknowledges that Pearson's personnel performing the Services may provide similar services from time to time to other parties. This Agreement shall not prevent Pearson from providing such similar services to other parties or in any way restrict Pearson in the use of its personnel.

7. **WARRANTIES; LIMITATIONS.** Pearson warrants the Services provided shall be performed by qualified personnel in a good and workmanlike manner consistent with industry standards.

**THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES GIVEN BY PEARSON WITH RESPECT TO THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT. PEARSON MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE WITH RESPECT TO THE SERVICES OR MATERIALS PROVIDED UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PEARSON DOES NOT GUARANTEE THAT THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET THE CUSTOMER'S NEEDS.**

8. **LIMITATION OF LIABILITY.** Pearson shall not be liable for any special, exemplary, incidental, or consequential damages, or lost profits, lost savings lost funding, or loss of business or data, arising from this agreement or the provisions of the services and materials pursuant thereto, even if Pearson has been advised of the possibility of such damages or they are foreseeable. In any event, in respect of any claim, demand or action arising from this agreement against Pearson, whether based in contract, tort or otherwise, customer shall be limited to receiving actual and direct damages in a maximum aggregate amount equal to the charges paid by customer for the applicable services or materials on which the claim is based.

9. **FORCE MAJEURE.** In the event Pearson's personnel fail to perform the Services because of illness, resignation or other causes beyond Pearson's reasonable control, Pearson shall use commercially reasonable efforts to replace such personnel within a reasonable time, but shall in no event be liable for any delays in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, civil disturbance, acts of God.

10. **GOVERNING LAW.** This Agreement shall be subject to and interpreted in accordance with the laws of the State of ~~Minnesota~~ <sup>New Jersey</sup>, without regard to its principles of conflicts of laws.

11. **SEVERABILITY.** If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent hereof.

12. **ASSIGNMENT; SUBCONTRACTING.** Customer may not assign all or any portion of this Agreement without Pearson's written consent. Pearson may subcontract, assign or delegate any of its rights and duties under this Agreement without the consent of Customer.

13. **ENTIRE AGREEMENT.** This Agreement, together with the Proposal, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings relating thereto. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer. This Agreement shall not be modified or amended without the written agreement of both parties.

