



SCHOOL BROADCAST PROGRAM

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle
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VENUE: _____

	Varsity	JV	Soph	Fresh	Middle
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VENUE: _____

	Varsity	JV	Soph	Fresh	Middle
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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School agrees that the team-to-venue mapping information provided above is accurate to the best of School's knowledge: YES ☐



EXHIBIT A

NETWORK CONFIGURATION REQUIREMENTS

For the most up-to-date Pixellot streaming requirements, go to support.nfhsnetwork.com and search for "Pixellot Streaming Requirements."

We highly recommend adding the VPU (Pixellot computer) to a separate **VLAN or a DMZ** and assigning a static IP address.

VPUs use Google Public DNS 8.8.8.8 as the preferred server. Please use your internal DNS as the alternate. We also ask that Gateway SSL Decryption is bypassed and any Internet Sleep Schedules are disabled.

No inbound firewall rules are required as all connections are outbound. Inbound traffic will still be present, but only after an outbound connection is established. No services will ever connect directly to the host. To publish video and manage the server, the following ports must be open for outbound connections to all IPs:

Port #	Protocol	Purpose	Application
443*	TCP required UDP optional	Remote Management/video streaming	https, agent
123*	TCP	Clock synchronization	NTP-clock sync
2088*	UDP	Video streaming backup	ZIXI broadcaster
5672*	TCP+UDP	Graphics, Watermarks, etc.	Scoreboard Graphics Generation
5678*	TCP+UDP	Backend Zixi broadcasts	ZIXI broadcaster

The following ports are **NOT** required to broadcast, but are highly recommended for keeping Sportzcast (scoreboard integration device) software up to date:

1402	TCP	Sportzcast cloud connect
1403	TCP	Sportzcast remote support
1935	TCP	Remote Graphics support

In addition, please **whitelist the REQUIRED domains** in any active content filters below:

- *.nfhsnetwork.com - Communication to scheduling services
- *.pixellot.stream - Communication to streaming services
- *.pixellot.tv - Communication to streaming services
- *.video.google.com - Streaming configuration
- *.geotrust.com - Certificate verification
- *.logmein.com - Remote control for troubleshooting
- *.cloudfront.net - Access to application updates
- *.sportzcast.net - Scoreboard control
- *.app.singular.live - Scoreboard graphics

Network Speed Requirements

We recommend an upload speed of at least 10 Mbps. As a reminder, the Pixellot system must be plugged into a ethernet port (not wi-fi or cellular data). For more information about establishing a stable internet connection, please click [here](#).

General Guidelines

- **DO NOT** add any additional user accounts or change any user account settings
 - DO NOT change the password
 - DO NOT add the user to the school's domain
 - *Adding/changing user account information affects the system's ability to automatically login after a reboot, which may result in events not broadcasting*
 - DO NOT add the computer to the school domain
- **DO NOT** change firewall settings (or add additional firewall/antivirus software)
 - *Antivirus software consumes CPU resources and can disrupt network traffic*
- **DO NOT** make the computer inaccessible
 - *Make sure you can access the machine if necessary*
- **DO NOT** leave a monitor, keyboard, mouse, or any other external device plugged in
 - *Leaving these plugged in may affect our Support team's ability to remotely access the system for troubleshooting*
- **DO NOT** use the computer for anything unless specifically directed by NFHS Network Support

Video Stream/Data Transmission

1. All video data is transferred from Pixellot to the NFHS Network Servers using Real-Time Messaging Protocol (RTMP)
2. The NFHS Network Servers are all hosted using Amazon Web Services (AWS) in the North Virginia (US East) Data Centers
3. Once received by the NFHS Network, the video data is transcoded using automated servers (no human involvement), and then stored in the AWS S3 Storage Buckets (again hosted on AWS North Virginia)
4. The video is distributed to consumers using HTTP Live Streaming (HLS) using the AWS CloudFront Content Distribution Network



EXHIBIT B

NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection. All advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school Schools that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes or Tobacco Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.



EXHIBIT C

PLAYON INSTALLATION OF PIRELOT SYSTEM: GUIDELINES

Hardware	<p>NFHS Network will provide all hardware for the Pirelot System, including:</p> <ul style="list-style-type: none">• Camera Head• Computer• Scoring Device (either Sportzcast or OCR Camera)• P2P System (if necessary)• Standard installation/ mounting accessories <p><i>If School wants to use a different P2P system, School must pay for and install it.</i></p>
Conduit	<p>NFHS Network will provide and install up to 50' of cable protection anywhere cable is exposed (i.e. accessible by students, etc.)</p> <p>The following areas are NOT considered exposed:</p> <ul style="list-style-type: none">• Gym ceiling infrastructure• Above drop ceilings• School areas off-limits to general student body (e.g. press boxes, network closets, etc.) <p><i>If School wants to use a specific type of cable protection or have it installed in a non-exposed area, it must be approved by NFHS Network. School will be responsible for additional materials and labor costs.</i></p> <p><i>NFHS Network will not paint cable or cable protection.</i></p>
Lifts	<p>If School does not have a lift that we can use, NFHS Network will provide a scissor lift (up to 26 ft).</p> <p><i>If installation requires a different lift that is more expensive (over \$500), School must pay the difference in cost.</i></p> <p><i>If School requests floor protection, School must provide it.</i></p>
Cabling	<p>NFHS Network will provide and install all cabling for the Pirelot System and Score Device.</p> <p><i>If School wants to use a different/ specific type of cable, it must be approved by NFHS Network and must be provided by School.</i></p>
Miscellaneous	<p>NFHS Network will NOT perform the following:</p> <ul style="list-style-type: none">• Roof penetrations• Run cable through plenum spaces• Install a backboard for the Computer cabinet• Install power outlets• Install internet jacks• Run cables from the Pirelot System to School's audio equipment (or any other equipment that is not part of the Pirelot System)

I agree that I have read and understand the information outlined above: _____



ED#6-09/22

July 27 , 2022

April Lowe; Principal
Deanna G. Taylor Elementary; Hillside BOE

Via Email: alowe@hillsidek12.org

Dear April,

Thank you for the opportunity to provide an expanded quote for Teaching Channel Plus with the Danielson Framework, including 1400 videos, on-demand Professional Development, and platform of video annotation and coaching tools for Hillside BOE.

As an educator for more than 25 years in California I firmly believe that these tools and resources will be welcome support.

Based on our previous discussion, we have prepared a quote for Teaching Channel Plus including a one and two* year option, each include 5 Danielson Framework Aligned Courses with tagged and aligned videos for flexibility and support in professional development. Additionally, you will have access to 80+ 1-,2-4, and 10-hour courses for Professional Development. At this time we are in the process of re-designing additional Danielson Courses to align with the new FFT - as soon as they are available we will let you know they can be purchased separately. *Multi-year discounts apply, only if paid at the time of the initial invoicing. Also, we are offering districts with licenses over 200 the option of including our Substitute Teacher Toolkit Program at no additional cost.

Many districts are utilizing Title II funds for their Teaching Channel Licenses. We meet ESSA Tier II level of evidence and can also leverage ESSER funds for purchases. We are happy to work with you to write any budget justification documentation.

We know that this is a very difficult year to ensure that professional learning continues, uninterrupted. We applaud your forward-thinking to evaluate available resources to support your teachers.

Do not hesitate to contact us with any questions you may have.

Dorothy Fest
District Support Manager
w. 952.295.1561 | m. 562.234.1423
dorothy.fest@teachingchannel.com

2805 Dodd Road Suite 200 Eagan, MN 55121



Quote for One Year Teaching Channel Plus with Danielson

July 27, 2022
Hillside BOE;
195 Virginia Street, Hillside, NJ 07205
Contact: April Lowe; on behalf of Superintendent;
alowe@hillsidek12.org

Description	#	Total
Teaching Channel Plus with Danielson Partnership District License (Term: September 1, 2022 - August 30, 2023) includes: <ul style="list-style-type: none"> Over 1400 videos (180 of which are uncut) sortable by subject, grade level, and topic. Includes video observation and annotation tools for coaching and PLCs – including Zoom access for synchronous meetings. Danielson Framework for Teaching Rubric - for coaching and mentoring Unlimited video storage (upload) 100+ On-Demand PD courses of 1, 4, 10 hours for new and veteran teachers to supplement the district's offerings (teachingchannel.com/tch-pd-express) <ul style="list-style-type: none"> Additionally 5 Danielson specific PD Learning Plans focusing on each domain of the FFT Support from a dedicated Engagement Manager 	Up to 350 users* @\$81.40/user	\$28,490
Substitute Teacher Entry Program: a 10 hour on-line course to prepare both day to day and long term subs for success. (\$179 value)	as needed	included
<ul style="list-style-type: none"> Initial set up and configuration of Private Tch+ Site, up to 2 hours meetings with Engagement Mgr. for on-boarding and implementation planning. (\$1999 value) 1 Day In-person Training (\$3600 value) 1 Day Virtual Training (\$1250 value) 	1 1 1	waived included included
If, SSO Integration is required there is a one time fee of up to \$3500		
Total:		\$28,490

Quote is valid for 60 days from date of quote. Our office is pleased to support you with any additional documentation required for funding justification – many districts utilize Title II or ESSER funds for Professional Development purchases; we meet ESSA Tier 2 Level of Evidence. Additionally, all Subscribers will need to sign and adhere to our **Master License and Use Agreement**.

Please send correspondence to:
Dorothy Fest; District Support Manager
dorothy.fest@teachingchannel.com, 952.295.1561

2805 Dodd Road Suite 200 Eagan, MN 55121

MASTER PLATFORM LICENSE AND USE AGREEMENT

This MASTER PLATFORM LICENSE AND USE AGREEMENT (the "Agreement") is entered into as of Aug 26, 2022 (the "Effective Date") between Teaching Channel, Inc., a Delaware corporation, with an address of Grand Oak Business Park, 2805 Dodd Road, Suite 200 Eagan, MN 55121 ("Tch") and Hillside BOE, a District whose principal place of business is 1085 Liberty Ave, Hillside, NJ, 07205 ("Subscriber"). Tch and Subscriber may be referred to in the Agreement individually as a "Party" and collectively as the "Parties". Except where otherwise indicated, all references in the Agreement to Articles, Sections or Exhibits are to Articles or Sections of, or Exhibits to, the Agreement. In consideration of the mutual promises and covenants set forth in the Agreement, the Parties agree as follows:

1. SERVICES.

1.1 Services and Orders. Tch owns and operates a website and service located at www.teachingchannel.com as of the Effective Date (the "Tch Site"). Tch also offers subscribers the ability to access the "Teaching Channel Dedicated Platform", a private collaboration platform for teachers and teacher leaders to work together, including a library of videos to which subscribers can add and customize (the "Tch Platform"). The "Services" herein consist of access to the Tch Site, the Tch Platform and any other services identified in an order, the form of which is set forth in Exhibit A (an "Order"). The terms of the Order form are incorporated into the Agreement, and, to the extent of a conflict between these terms and an Order, the terms of the Order shall prevail. Tch may subcontract any of its obligations under the Agreement without Subscriber's prior written consent.

1.2 Subscriptions. The acceptance and fulfillment by Tch of any Order for a course, content bundles or the like, a time-bound subscription for videos, or other related content (each, a "Subscription") is subject to Subscriber's acceptance of and compliance with the Agreement. By submitting credit card information to Tch or a third party payment processor, Subscriber hereby authorizes Tch to charge Subscriber's credit card for Subscriptions in accordance with the Agreement.

Terms of Use and Privacy Policies. By using the Services, Subscriber agrees to abide by any policies of Tch, including the Terms & Conditions (located on the Tch Site at: <http://www.teachingchannel.com>) and the Privacy Policy (located on the Tch Site at: <http://www.teachingchannel.com>), which policies may be updated by Tch from time to time (the "Tch Policies").

1.3 Use of the Services. Subscriber is solely responsible for all use of the Services under Subscriber's user name and password, and for maintaining the confidentiality of Subscriber's user name and password. Subscriber will promptly notify Tch of any actual or suspected unauthorized use of the Services or Subscriber's user name or password. By establishing a user name with on the Tch Site or Tch Platform, and each time Subscriber accesses the Services or enters into an Order hereunder, Subscriber authorizes Tch to contact Subscriber. If Subscriber chooses to make any personally identifiable or other information available to Tch, Subscriber acknowledges and agrees that the provision of such information is at Subscriber's risk and Tch takes no responsibility for such information. The Services are made available on an "as is" basis, with no warranties whatsoever, unless otherwise explicitly set forth in the Agreement.

1.4 Term. The term of the Agreement shall begin on the Effective Date and shall expire continue the expiration or termination of all Orders and Subscriptions. Tch may termination the Agreement, an Order or a Subscription at any time

upon notice to Subscriber.

2. FEES.

2.1 General. Amounts payable to Tch for the Services (the "Fees") are set forth in the applicable Order. The Fees are stated in U.S. dollars.

2.2 Taxes. Subscriber shall be responsible for any services or use tax levied on the Services.

2.3 Invoicing and Payment. Tch shall invoice Subscriber for the Fees, which shall be due and payable by Subscriber within 30 days after the date of such invoice.

2.4 Cancellations and Refunds. Unless otherwise set forth in an Order, all sales and Fees are final and Fees are non-cancellable and non-refundable.

3. SOFTWARE AND INTERNET.

3.1 Software. Any software that Tch makes available to Subscriber to access or download ("Software") is the copyrighted work of, and owned by, Tch, its affiliates and/or its respective suppliers. Subscriber's use of such Software is governed by the terms of the Agreement and any end user license agreement, if any, which accompanies, or is included with, the Software (the "License Agreement"). Subscriber may not install or use any Software that is accompanied by or includes a License Agreement unless Subscriber agrees to the License Agreement terms. Any reproduction or redistribution of the Software by Subscriber is expressly prohibited. Without limiting the foregoing, copying or reproduction of the Software by Subscriber to any other server or location for further reproduction or redistribution is expressly prohibited. Software made available on an "as is" basis, with no warranties whatsoever, unless otherwise explicitly set forth in the License Agreement.

3.2 Use of the Internet. The Services use the Internet Mobile App to function correctly. Subscriber is responsible for Subscriber's Internet connectivity and is responsible for all fees Subscriber's service provider may charge arising out of the use of the Services. As further described in the Tch Policies, the Services may automatically transfer relevant data to Tch or third parties as part of its normal operation, relating to the use of the Services. By using the Services, Subscriber expressly acknowledges, agrees and consents to such automatic collection and transfer of this information.

4. INTELLECTUAL PROPERTY.

4.1 License to Services. Tch hereby grants to Subscriber a limited, non-exclusive, non-transferable, revocable license to access and use the Services for personal use only. As a condition of the use of the Services, Subscriber warrants that Subscriber will not use the Services for any purpose that is unlawful or prohibited by the Agreement. Subscriber shall not use the Services in any manner which could damage, disable, overburden, or impair the Services, or interfere with any other party's use and enjoyment of the Services. Subscriber shall not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Subscriber.

4.2 Services Content. All content included as part of the Services (other than User Content, as defined below), such as text, graphics, audio, video, logos, images, as well as the compilation thereof (including any translations thereof) is the

property of Tch or its affiliates, assigns, licensors, subsidiaries, suppliers and/or other providers. Subscriber agrees to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content, and will not make any changes thereto. Title to the Services and any portion thereof is retained by Tch or its affiliates, assigns, licensors, subsidiaries, suppliers and/or other providers and is furnished hereunder on a licensed basis as described herein.

4.3 Restrictions on Use. Subscriber shall not, and will not allow others to, modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content or Software, in whole or in part, viewed through the Services. The Services are not for resale, and Subscriber will not resell the Services. Subscriber's use of the Services does not entitle Subscriber to make any unauthorized use of any content, and in particular Subscriber will not delete or alter any proprietary rights or attribution notices with any content or Software. Subscriber will use the Services solely for Subscriber's personal use, and will make no other use of the Services without Tch's express written permission. Subscriber agrees that it does not acquire any ownership rights in the Services (including Software and content). Tch does not grant any licenses, express or implied, to any intellectual property, except as expressly authorized by the Agreement.

5. USER CONTENT AND THIRD PARTY CONTENT AND SITES.

5.1 User Contributions. To the extent the Services allow Subscriber to comment or otherwise post videos, photos or other content on the Site ("User Content"), Subscriber shall not post User Content that:

- (a) violates any copyright, trademark rights, patent rights, rights in know-how, privacy or publicity rights, trade secret rights, confidentiality rights, contract rights, or other rights of any individual or legal entity;
- (b) is harmful; hateful; threatening; abusive; harassing; defamatory or libelous; sexually explicit, vulgar, lewd, obscene, or pornographic; racially, ethnically, or otherwise objectionable or offensive, inappropriate, inflammatory, or that invades the privacy or violates any personal right of any person or entity;
- (c) is known (or reasonably should be known) to be false, deceptive, or misleading;
- (d) contains information that could be used for identity theft purposes, such as social security numbers, credit card, bank account, or other financial information, driver's license numbers, security codes, or passwords;
- (e) links to materials or other content, directly or indirectly, to which Subscriber does not have a right to link or that violates these restrictions;
- (f) violates any applicable local, state, national, or international law;
- (g) contains any viruses or other malware;
- (h) is not relevant to Tch or the Services;
- (i) contains photos or information about children or any third parties without their express consent (or their parent's consent in the case of a child);
- (j) is not owned or licensed by Subscriber; or
- (k) include logos, branding, promotional material or any other content intended for commercial purposes.

5.2 User Content.

(a) All User Content generated, produced or created by Subscriber is Subscriber's property and continues to be Subscriber's property after Subscriber has submitted the User Content through the Services. By posting User Content through the Services, Subscriber (i) represents and warrants that the posting of such User Content does not violate the Agreement or applicable laws, including export control laws and regulations, and (ii) hereby grants Tch and Tch's affiliates an irrevocable, nonexclusive, worldwide, fully paid-up and royalty-free, transferable and sublicensable license to use such User Content, in whole or in part, for the purpose of providing the Tch products and services Subscriber has requested, to create new Tch products and services, to market Tch products and services to Subscriber or for any other reasons Tch deems appropriate in its sole discretion.

(b) Tch does not, and shall not have any obligation to, review User Content, and does not guarantee the accuracy, integrity, or quality of User Content and does not warrant to Subscriber that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful, or otherwise objectionable User Content will not appear on the Services. Tch reserves the right to review any or all User Content in its sole discretion. In addition, Tch reserves the right to alter, edit, or remove any User Content, in whole or in part, in its sole discretion. Subscriber will be held liable for any illegal or prohibited User Content provided through the Services, including among other things, infringing, defamatory or offensive materials. If Subscriber discovers material in violation of the Agreement or of law using the Services, Subscriber shall immediately notify Tch.

(c) UNDER NO CIRCUMSTANCES SHALL TCH OR ITS AFFILIATES BE LIABLE IN ANY WAY FOR ANY USER CONTENT POSTED ON OR MADE AVAILABLE THROUGH THE SERVICES.

5.3 Third Party Content and Sites. The Services may contain materials and hyperlinks to websites provided or operated by third parties (including any embedded third-party functionality (e.g., use of social media on or through the Site)). Tch does not control such materials or websites and shall not be responsible for their content, or for any breach of contract, or any intentional or negligent action on the part of such third parties, which results in any loss, damage, delay, or injury to Subscriber or others. Inclusion of any such materials or linked websites through the Services does not imply or constitute approval or endorsement of the linked website by Tch. If Subscriber decides to access these materials or third-party sites, Subscriber does so at its own risk. All rules, policies (including privacy policies), and operating procedures of websites operated by third parties will apply to Subscriber while viewing such materials or on such sites.

5.4 Data Storage. Data Storage. Tch will store (and erase) the data available on the Site (including the User Content) in accordance with its data retention policy (which, as of the Effective Date, is that Tch will store uploaded videos and group account data for up to two years after a subscription ends), which Tch may provide to Subscriber from time to time. Tch shall not be liable for the erasure of any such data (including the User Content).

6. INDEMNIFICATION; DISCLAIMER; AND LIMITATION OF LIABILITY.

6.1 Indemnification. Subscriber shall indemnify, defend, and hold harmless Tch, its and its affiliates', officers, directors, employees, agents, and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of Subscriber's use of or inability to access and use the Services or any part thereof, any claim

that User Content violates the intellectual property rights of a third party, violation of the Agreement, or violation of any rights of a third party or violation of any applicable laws, rules, or regulations. Tch reserves the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subscriber, in which event Subscriber shall fully cooperate with Tch in asserting any available defenses.

6.2 Disclaimer of Warranty. TCH AND/OR ITS AFFILIATES OR SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, CONTENT, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED ON OR ACCESSIBLE VIA THE SERVICES (COLLECTIVELY, "SYSTEM MATERIALS") FOR ANY PURPOSE AND MAKE NO REPRESENTATION THAT ANY TEACHING CHANNEL COURSE WILL MEET SUBSCRIBER'S SPECIFIC NEEDS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH SYSTEM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TCH AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICES AND SYSTEM MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

6.3 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TCH AND/OR ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY SYSTEM MATERIALS OBTAINED THROUGH THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES OR THE SYSTEM MATERIALS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TCH'S OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL TEACHING CHANNEL'S AGGREGATE LIABILITY, OR THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, ARISING OUT OF OR IN CONNECTION WITH TEACHING CHANNEL COURSES EXCEED THE AMOUNT PAID BY SUBSCRIBER FOR TEACHING CHANNEL COURSES. IF SUBSCRIBER IS DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY OF THESE TERMS, SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. CERTAIN STATE LAWS DO NOT ALLOW EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO SUBSCRIBER, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO SUBSCRIBER, AND SUBSCRIBER MIGHT HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

The above limitations of liability reflect the allocation of risk between the Parties, and will survive and apply even if any limited remedy specified in the Agreement is found to have failed of its essential purpose. The limitations of liability provided in the Agreement inure to the benefit of Tch, the Tch affiliates and/or its and their respective suppliers.

7. GENERAL PROVISIONS.

7.1 Publicity. Subscriber hereby grants Tch the right to identify Subscriber as a client of Tch in Tch's marketing and promotional materials, including press releases. Any and all other uses of either Party's name shall be subject to the prior review and approval of the owning party.

7.2 Assignment. Tch may assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of Subscriber. Subscriber may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of Tch. The Agreement shall be binding on the Parties and their respective successors and permitted assigns. Any assignment in contravention of this Section shall be void.

7.3 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

7.4 Cumulative Remedies. Except as otherwise expressly provided in the Agreement, the rights and remedies provided in the Agreement are cumulative and not exclusive of any rights or remedies either Party may have at law or in equity or otherwise.

7.5 Entire Agreement; Amendment. This Agreement has been negotiated by the Parties hereto and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either Party. The Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all proposals, oral and written, between the Parties on such subject matter. The Agreement may not be modified or amended except by a written agreement signed by an authorized representative of each Party.

7.6 Order of Precedence. In the event of a conflict between the Agreement (excluding any Orders) and an Order or invoice, the terms set forth in the Order or invoice shall prevail. **IN THE EVENT THAT THE TERMS OF THE AGREEMENT CONFLICT WITH ANY OTHER AGREEMENTS BETWEEN THE PARTIES, THE PARTIES HEREBY EXPLICITLY AGREE THAT THE TERMS OF THE AGREEMENT SHALL PREVAIL.**

7.7 Governing Law and Jurisdiction. The Agreement shall be governed by the laws of the State of Minnesota and the laws of the United States without regard to conflict of law principles. Any claim or dispute related to the Services or under the Agreement must be instituted within one year after the claim arose (if multiple claims, from the date the first claim arose), or be forever waived and barred. Each Party agrees that it will bring any claims in, and submit to the exclusive jurisdiction of, the state and federal courts located in the County of Hennepin, in the State of Minnesota.

7.8 Headings. The captions and headings in the Agreement are inserted only as a matter of convenience and for reference and in no way define the scope or content of the Agreement or the construction of any provision of the Agreement or of any document or instrument referred to in the Agreement.

7.9 Notices. Except as otherwise specified in the Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under the Agreement shall be in writing and shall be deemed given when sent by overnight courier to the address set forth in the preamble, to the attention of the individual named in the signature line below. Either Party may change its address for notification purposes upon notice to the other Party.

7.10 References. All references in the Agreement to the word (A) "including" (and its derivatives) means "including, without limitation" and (B) "law" means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as supplemented, amended or replaced from time-to-time) of or by any federal, state, provincial, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, domestic or international. References in this Agreement to "day", "week", "quarter" or "year" refer to a calendar day, week, quarter or year, respectively, unless otherwise indicated. The word "will" is to be construed to have the same meaning and effect as the word "shall".

7.11 Severability. In the event that any provision of the Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, that provision shall be severed and the remainder of the Agreement shall continue in full force and effect.

7.12 Survival. Any provision of the Agreement that contemplates performance or observance subsequent to termination or expiration of the Agreement shall survive termination or expiration of the Agreement and continue in full force and effect.

7.13 Waiver. No delay or omission by either Party to exercise any right or power it has under the Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

IN WITNESS WHEREOF, each Party has caused the Agreement to be signed and delivered by its duly authorized representative as of the Effective Date.

Teaching Channel, Inc.

Hillside BOE

By: _____

By: _____

Name: Mike A. Smith

Name: Erskine Glover or April Lowe

Title: Executive Vice President

Title: Superintendent / Principal

EXHIBIT A
ORDER FORM

SERVICES, FEES AND ADDITIONAL TERMS

This **ORDER** (the "Order") is entered into as of Aug 26, 2022 (the "Order Date") between Teaching Channel, Inc., a Delaware corporation, with an address of Grand Oak Business Park, 2805 Dodd Road, Suite 200 Eagan, MN 55121 ("Tch") and Hillside BOE, a District whose principal place of business is 1085 Liberty Ave, Hillside, NJ, 07205 ("Subscriber"). This Order is made pursuant to, and incorporates, that certain License and Use Agreement, dated Aug 26, 2022, between Tch and Subscriber (the "MLUA"). Unless otherwise defined herein, all capitalized terms used in the Order have the meanings set forth in the MLUA

1. SERVICES: Tch will provide some or all of the various types of Services to Subscriber. The exact type of the Services to be provided will be as requested by Subscriber allocated among the Services described below:

- 1.1 Account Set-up fee = \$1,999 - WAIVED**
- 1.2 SSO – EZ Proxy or SSO SAML \$2500 - \$3500 (Not Included)**
- 1.3 1 Onsite Training Days \$3600/day INCLUDED**
- 1.4 1 Virtual Training Day \$1250/day INCLUDED**

2. SUBSCRIPTION INFORMATION:

- 2.1 Tch PlusTeaching Channel Plus with Danielson Bundle**
- 2.2 Authorized Users: 350**
- 2.3 Start Date: 09.01.2022**
- 2.4 End Date: 08.31.2023**
- 2.5 Term: One Year**
- 2.6 Price per User: \$81.40**
- 2.7 Total Subscription Fees: \$28,490.**

3. TOTAL SERVICE AND SUBSCRIPTION FEES: \$28,490

4. CONTACTS (email/phone):

4.1 Teaching Channel Primary Contact: Dorothy Fest, dorothy.fest@teachingchannel.com, (952)295-1561

4.2 TCH Billing Contact: ar@teachingchannel.com

4.3 District/School Primary Contact: Erskine Glover, eglover@hillsidek12.org, +19083527664 ext 6400

or Dr. April Lowe alowe@hillsidek12.org 973.914.0122

4.4 Subscriber Billing/Finance Contact **PLEASE COMPLETE IF KNOWN** [Billing Contact.FirstName] [Billing Contact.LastName], [Billing Contact.Email], [Billing Contact.Phone]

PAYMENT INFORMATION:

- **Pay via ACH (Preferred Method):**

Associated Bank, N.A.
2870 Holmgren Way
Green Bay, WI 54304
ABA: 075900575
Account # 2283413470

- **Pay via Check: Please mail checks first class postage**

Teaching Channel, Inc.
2805 Dodd Road, Suite 200
Saint Paul, MN 55121

5. ADDITIONAL TERMS: Subscriber hereby agrees to the following additional terms with respect to the Order.

TEACHING CHANNEL SERVICES:

(a) Subscriber will provide to Tch those Subscriber trademarks, logos and other branding attributes (the "Subscriber Assets") as may be needed for use in creating and maintaining the Tch Platform. Subscriber and users of the Tch Platform can upload user generated videos ("User Videos") to the areas of the Tch Platform outside of the video library (such as "Groups", "Resources" and personal "Workspaces"), which will not be subject to limitations. Subscriber's users of the Tch Platform must become registered members of the Tch Site pursuant to the Tch Policies then in effect, and all such user information will be owned by Tch and governed by its privacy policy.

(b) Subscriber may only allow the specified number of Authorized Users (as defined below) to access the Services. "Authorized Users" means up to the number of concurrent individual end users of the Services listed in the Order, such as Subscriber teachers, coaches and administrators, for whom Subscriber has provided Tch with authentication credentials, and up to three administrative users ("Admin Users"), who will have access to upload and manage content and functionalities within the Tch Platform. Subscriber may replace Authorized Users by providing Tch authorization credentials for the replacement Authorized Users. Subscriber and each Authorized User are jointly responsible for maintaining the security of its password and account access for the Tch Platform. Subscriber will be responsible for compliance with the Agreement by Subscriber and each of its Authorized Users. Subscriber acknowledges that the Agreement applies with respect to both Subscriber and each Authorized User in connection with the Services and all activities under this Agreement. Subscriber grants to Tch a non-exclusive license during the Term to (i) copy, modify, display, distribute and use the Subscriber Assets in connection with co-branding the Tch Platform; and (ii) copy, cache, store, reproduce, perform, display, use, distribute, transmit and make available the Subscriber Videos and User Videos within the Services.



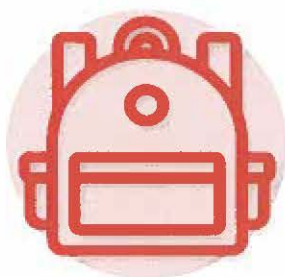
NOTICE OF TEACHING CHANNEL COPYRIGHT TERMS

This is notice of the Teaching Channel Platform License Agreement containing necessary Terms and Conditions between Teaching Channel, Inc., with an address of Grand Oak Business Park, 2805 Dodd Road, Suite 200, Eagan, MN 55121 ("Tch") and any Teaching Channel user ("Subscriber"). Tch owns and operates a web site and service currently located at www.teachingchannel.com (the "Tch Site") that provides a resource for educators. Tch also offers schools, districts, and education organizations the ability to access the Teaching Channel Dedicated Platform, a private collaboration platform for enabling teachers and teacher leaders to work together, which includes a robust library of videos that the organization can add to and customize. As the subscriber desires that Tch create such a private area for Subscriber's users and content (the "Tch Platform"), they must abide by these user laws. Whereof, an instance or account can be subject to termination if not properly used or unlawfully shared.

Per national copyright terms regarding legal right of ownership that allows creators of a written artistic and published work to control how it is used and if it can be copied, whether it is marked with a © or not, original work is bound to copyright conditions. Unauthorized use of protected content can result in copyright infringement, which can lead to legal challenges. Legal rights to acquire use of Teaching Channel's videos via the platform is granted when a subscription license has been purchased per user. Any use of individual videos being viewed, must be broadcasted with exclusive individual user accounts with individual usernames and passwords (and/or SSO and URL license agreements) in the form of written consent agreements. The law states that you always need permission from the copyright owner for any content not created yourself but intended to share.

STEP: SUBSTITUTE TEACHER ENTRY PROGRAM

STEP: Substitute Teacher Entry Program is a turn-key solution that will enable your district to quickly train more substitute teachers for success in the classroom. STEP will promote a consistent and sustainable process for preparing substitutes. Promoting substitute teacher success in the classroom will encourage retention leading to reliable staffing in your schools. Teaching Channel is here to support your district with a new, comprehensive program to streamline your substitute teacher training process and promote substitute sustainability for both short-call and long-term substitutes.



PD145: The Substitute Teacher Backpack

10 Hour PD Online Course

This ten-hour, self-paced professional development course aims to provide the information, resources, and skills substitute teachers need to answer the call. Filled with 23 downloadable tools and customizable templates, this resource rich course also includes information on the role and responsibilities of a substitute teacher, mindsets for substitute success, strategies to prepare for subbing, and much more. All course materials are included in the online course (no textbook required).

Major Themes and Topics

- What are my roles and responsibilities as a substitute teacher?
- Are there essential preparation methods for subbing in a classroom?
- How do strategies for relationship building improve student behavior?
- Which methods for facilitating classroom lessons with increased engagement are best for student outcomes?

In addition, STEP also includes a **Teaching Channel Plus** customized platform providing access to the course above and allowing your district to create a one-stop learning resource for substitutes. You can assign substitute teachers more training, upload videos specific to your district, create a space filled with resources, and much more to support your substitute teachers.

STEP: Substitute Teacher Entry Program Pricing:

License Count - Up to Max	Total Cost	Price Per License
30	\$6,500	\$217
50	\$9,999	\$200
>50	Contact Us for Special Pricing	\$179

Contact us for a district quote.



Learn More and Request a Demo at TeachingChannel.com



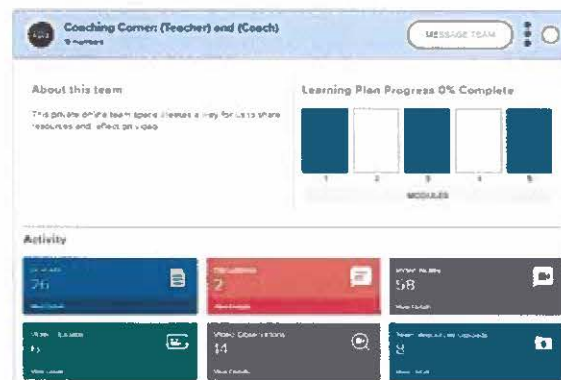
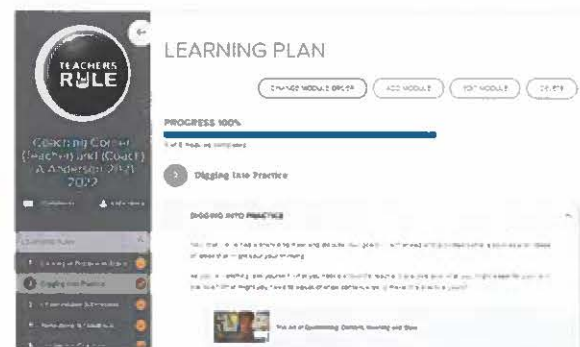
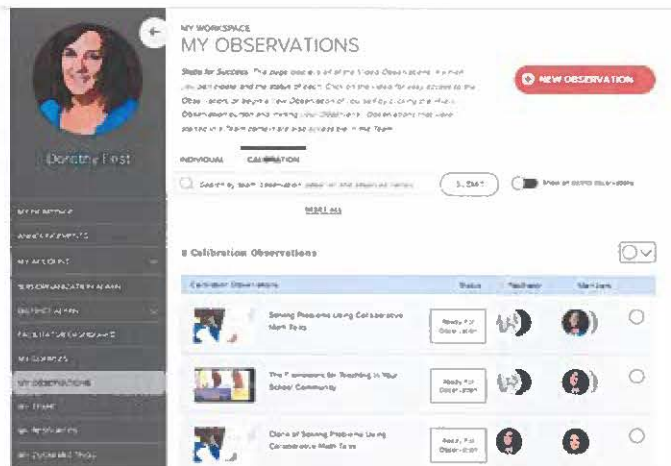
Benefits of Teaching Channel Platform: Video Coaching

Research Findings: Improved Student Outcomes with Video Coaching

Harvard's The Best Foot Forward (Harvard, 2015) identified another benefit of using video in education: to allow a teacher to reflect on their own practice through video, before feeling any obligation to share it with their colleagues or administrator. Teachers can become the primary investigator of their practice and can adjust their instruction, supporting both trust and professional drive.

In another study, "Teachers reported that video encouraged change because it helped them (educators): (a) focus their analysis, (b) see their teaching from a new perspective, (c) trust the feedback they received, (d) feel accountable to change their practice, (e) remember to implement changes, and (f) see their progress" (Tripp & Rich, 2012). Kersting et.al., (2010) found that the quality of teachers' analyses of video clips actually connects to higher rates of student learning in their classrooms. Those teachers who were better able to assess clips and make suggestions for improvement saw higher student gains than other teachers in the study. Sherin & Dyer's (2013) research suggests that careful attention to video can help teachers learn to perceive student thinking and reasoning more effectively. Moreover, Stigler (2013) points out that video, as a persistent medium for capturing events, makes it possible to engage in a more fine-grained cause-effect analysis. Teachers can examine their practice multiple times and consider how they might adapt to improve learning conditions in the classroom.

Examples of Observation, Calibration, and the Coaching Platform:

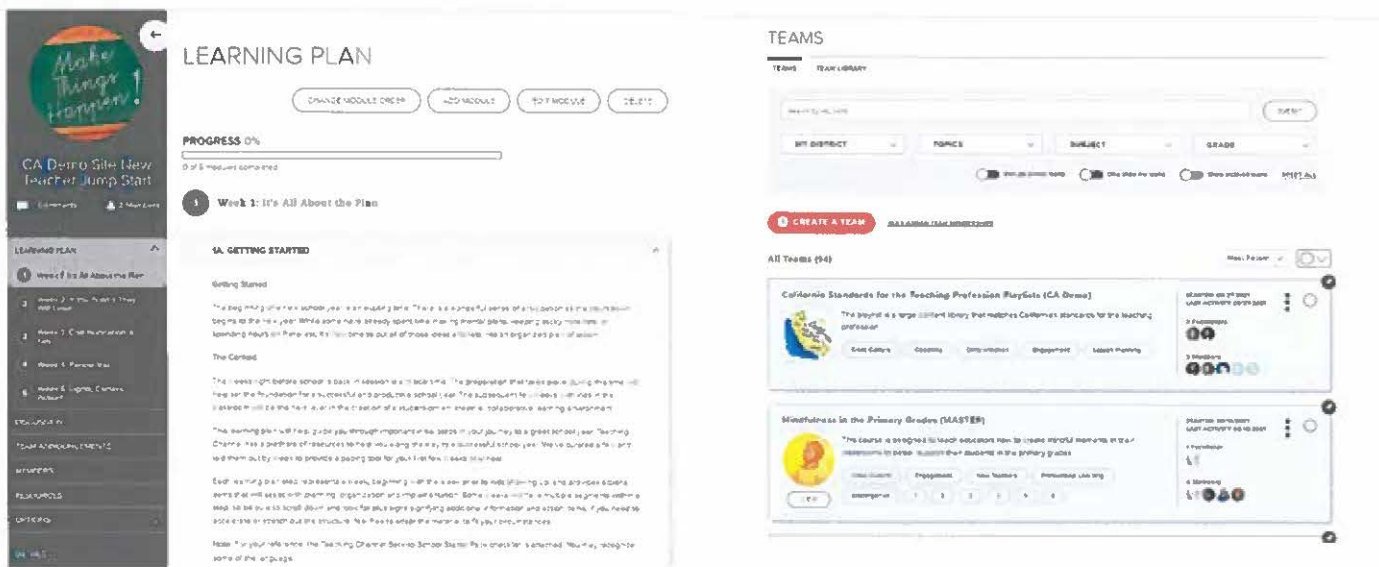




Benefits of Teaching Channel Platform: Professional Learning Communities

Research Findings: Effectiveness of Online Professional Learning Communities

There is substantial research that supports the effectiveness of online PLCs. The Teaching Channel platform enables professional learning communities to flourish across the district obviating challenges of geography or building location in ensuring all teachers have access to high quality instructional support. The Teaching Channel is aligned to the California Standards for the Teaching Profession. An unlimited number of Teams or Groups can be created for District or building-specific PLCs:



Research citation:

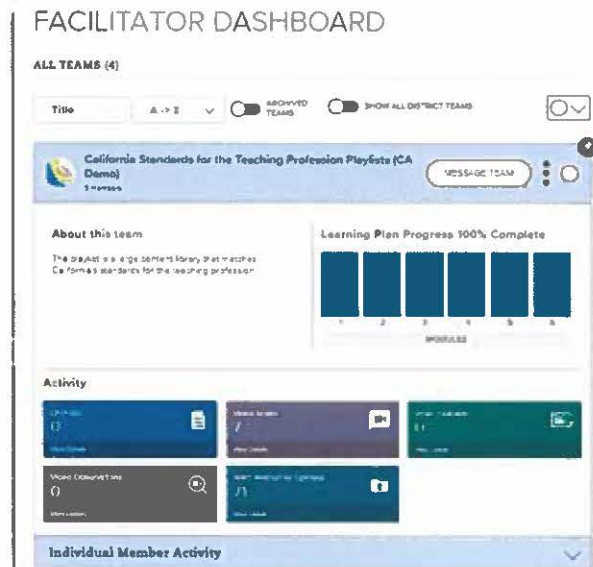
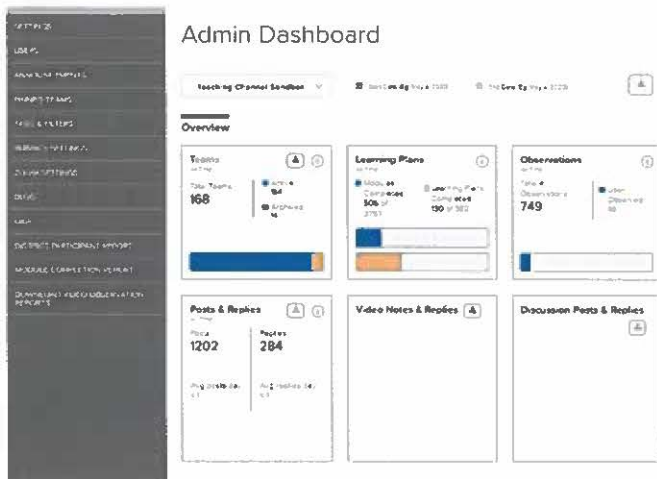
- Provide more time and space for teachers to learn and collaborate (Reading, 2010; Tsai, Laffey, & Hanuscin, 2010)
- Lower the cost and time demands that traditional professional development activities place on busy teachers (Beach, 2012; Cirillo & Shay, 2007; Duncan-Howell, 2010; Hodes, Foster, Pritz, & Kelley, 2011)
- Create opportunities to better satisfy personal learning interests and goals by giving participants more freedom to connect closely with members who share the same interests without disturbing the group dynamics (Chalmers & Keown, 2006; Curwood, 2011; Fasso, 2010; Forsyth & Schaverien, 2005)
- Serve a broad range of education improvement goals (content-, skill-, or student-focused), which can be pursued individually or together (Lieberman & Mace, 2010)
- Provide opportunities to scale educators' interactions broadly and efficiently because there are no limits on group size and afford busy educators the flexibility to participate and contribute meaningfully to the group when they can (Lieberman & Mace, 2010; Sorensen, Takle, & Moser, 2006)
- Enable comprehensive and timely access to valuable internal resources, such as archival data, and to resources not available locally, such as expert knowledge (Nistor, Baltes, & Schustek, 2012; Pijanowski, 2010)
- Provide daily guidance for teachers in applying novel curricula or pedagogies (Vavasseur & MacGregor, 2008)
- Provide professional mentoring for entry-level teachers (Dorner & Karpati, 2010)
- Enable PLC designers to collect rich, real-time assessment data on participants' engagement and learning, including longitudinal data (Schlager, Farooq, Fusco, Schank, & Dwyer, 2009)

Tools and Reporting

Our tech-powered teaching and coaching tools enable a myriad of reports to be created.

Commonly used district reports relate to progress of learning plans, completed observations, uploaded evidence and other mentor-coach interactions.

Screenshots of the administrator and facilitator dashboard are provided for illustrative purposes –reports can be customized to meet the needs of the district.

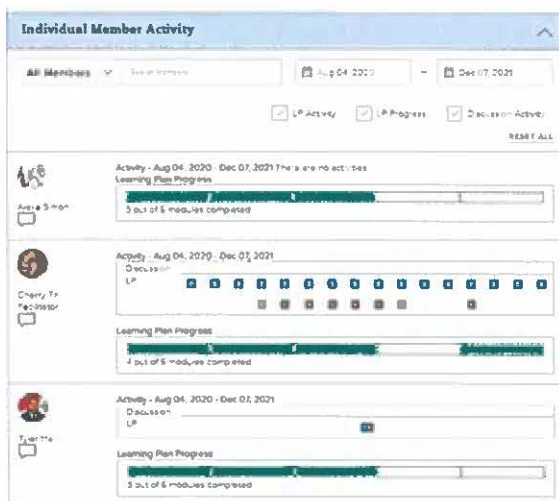


The **Facilitator and Administrator Dashboards** provides an overview of the Teams participation and progress by reporting the number of:

- Learning Plan Posts
- Discussions
- Video Notes
- Video Uploads
- Resource Uploads

It also provides facilitators with a way to communicate with the Team as a whole or teachers individually. The messages are connected to email notifications for effective and timely communication.

Facilitators can adjust the date range to see the full expanse of participation or narrow to a specific time period and expand the My Teachers to see each participant's progress. Simply click icons to see the participant's work.



Robust Existing Content, Complete Editable and Customizable for Your District

Districts can upload their own content for sharing, tracking and managing professional development opportunities across the district - or edit and build from the thousands of existing resources:

LEARNING PLAN

CHANGE MODULE ORDER ADD MODULE EDIT MODULE DELETE

PROGRESS 83%
3 of 4 modules completed

3 Standard 3: Understand & Organize Subject Matter for Learning

3.1 DEMONSTRATING KNOWLEDGE SUBJECT MATTER, ACADEMIC CONTENT STANDARDS, AND CURRICULUM...

Demonstrating knowledge subject matter, academic content standards, and curriculum frameworks

The following is a page of jobs and other resources related to the above standard. They are across grades to help you provide you with a page of jobs and other resources that can be translated and added to your content. While working, look for new the standard is to be added the job and to that job. Please make sure the standard is to be added the job and to that job. Please make sure the standard is to be added the job and to that job.

UP: a many of the jobs and other resources are to be added the job and to that job. Please make sure the standard is to be added the job and to that job.

How does the standard appear in the job?

What does the job capture in the job's meaning?

What does the job capture in the job's meaning?

What would I want to change or be different by?

LINK AND

LINK AND

LINK AND

Edit, Save and Share to Your District's Private Space:

LEARNING PLAN

Your Learning Plan

Module Information

Module title:

Module date (year):

☐ Prevent non-authorized members from posting after the date (s)

☐ Link this module when it is posted in the job and to that job (s)

Sections

Section title:

Content and directions (optional):

Resources

	Leadership Teams Pursue Powerful Instruction	UPLOADED BY ANONYMOUS 05.10.2014 3:28 pm	⋮
	Norms for Leadership and Learning	UPLOADED BY ANONYMOUS 05.09.2014 6:21 pm	⋮
	Kathleen Cushman on Teaching as a Team Sport	UPLOADED BY ANONYMOUS 05.09.2014 6:58 pm	⋮
	A History of Teaming	UPLOADED BY ANONYMOUS 05.09.2014 6:54 pm	⋮
	Peer Review in Action: The Math EQoIP Rubric	UPLOADED BY ANONYMOUS 08.09.2014 9:03 pm	⋮

Attachments

- + ADD RESOURCE
- + ADD VIDEO OBSERVATION, CALIBRATION (1)

ACTIONS

Drag and Drop to change order

- + ADD

POSTS

Do you want to include the ability to post a response in the section? (optional) (1)

- ☐ Yes
- ☒ No



Preferred Home Health Care & Nursing Services, Inc.

SCHOOL STAFFING AGREEMENT

Student: K Alvarez Transportation

This Agreement is entered into this 12th day of May 2022, by and between Hillside Board of Education, located at 195 Virginia Street, Hillside, New Jersey 07205, referred to in this Agreement as *SCHOOL*, and *Preferred Home Health Care & Nursing Services, Inc.* including its affiliates and subsidiaries, with an office located at 45 Main Street (Highway 35) Eatontown, NJ 07724 referred to in this Agreement as *PREFERRED*.

SCHOOL requires health care personnel to provide nursing services to SCHOOL students under the general supervision of the SCHOOL and wishes to engage PREFERRED to provide such personnel to supplement SCHOOL staff.

PREFERRED employs health care personnel and is willing to provide such personnel to SCHOOL.

Therefore, SCHOOL and PREFERRED agree to the following terms and conditions.

ARTICLE 1. - TERM OF AGREEMENT

Section 1.01 **Term and Termination.** This Agreement will be in effect for one (1) SCHOOL calendar year 07/01/2022-06/30/2023. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. - RESPONSIBILITIES OF PREFERRED

Section 2.01 **Services.** Subject to availability of qualified Personnel *CHHA(s), RN(s) and LPN(s)*, PREFERRED will, upon request by SCHOOL, provide one-on-one nursing services to physically and/or mentally challenged SCHOOL STUDENT(s). PREFERRED may also provide a SCHOOL nurse for sick days and vacation days for the regular/full-time SCHOOL nursing staff. Services will be provided according to the SCHOOL calendar year, provided by SCHOOL and includes, but not limited to, traveling to and/or from SCHOOL on transportation provided by SCHOOL.

Section 2.02 **Personnel.** PREFERRED will supply SCHOOL with personnel who meet the following criteria:

A. Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to SCHOOL, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to SCHOOL Administrator upon request.

B. Meet PREFERRED and SCHOOL conditions of employment regarding health clearance, provision of professional references and any other applicable hiring criteria such as a criminal background check, documentation of which will be kept in the employee file.

Section 2.03 **Nurse Pool.** PREFERRED will establish a back-up personnel pool to provide coverage in the event of personnel sickness, vacation or unexpected termination, while still allowing for consistency in STUDENT(s) care.

Section 2.04 **Section 2.04 Insurance.** School will provide an Insurance and Indemnification Agreement.

Section 2.05 **Additional Insured Status and Certificate of Insurance.** School will provide an Insurance and Indemnification Agreement.



- Section 2.06** **Employer Obligations.** PREFERRED will follow its standard employment policies and procedures to verify that all personnel meet applicable licensing requirements. PREFERRED, or its subcontractors, if applicable, will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers compensation and unemployment insurance.

ARTICLE 3. - RESPONSIBILITIES OF SCHOOL

- Section 3.01** **Responsibility for Student Care.** SCHOOL retains full authority for STUDENT(s) care while using PREFERRED personnel.
- Section 3.02** **Individual Education Programs (IEP).** Services to be provided will be determined by the individual students IEP. SCHOOL will provide PREFERRED with STUDENT(s) IEP and all duties will be carried out on SCHOOL premises including, but not limited to, the school bus or other mode of transportation when indicated by the STUDENT(s) IEP. SCHOOL agrees and guarantees, through all reasonable and necessary means, that the IEP will not contradict any aspect of STUDENT(s) plan of care, as established by STUDENT(s) physician.
- Section 3.03** **Right to Dismiss.** If SCHOOL(s) Board or designee determines that anyone provided by PREFERRED is incompetent, has engaged in misconduct, or has been negligent, SCHOOL may require such personnel to leave the premises and will notify PREFERRED immediately. SCHOOL(s) obligation to compensate PREFERRED for such personnel services will be limited to the number of hours actually worked. PREFERRED will not reassign such personnel to SCHOOL without prior approval of the SCHOOL(s) Board or designee. PREFERRED has the right to cure such incompetence by replacing incompetent personnel with competent personnel.
- Section 3.04** **Insurance.** SCHOOL will maintain at its sole expense a valid professional liability policy of insurance covering acts or omissions which may give rise to liability for services under this Agreement in an amount generally considered standard in the SCHOOL industry. SCHOOL will forward a copy of its professional liability insurance certificate to PREFERRED prior to execution of this Agreement and will give prompt written notice of any material change in SCHOOL coverage.
- Section 3.05** **Placement Fee.** SCHOOL will take no steps to recruit or hire as its own employees those personnel provided by PREFERRED during the term of this Agreement. SCHOOL understands PREFERRED is not an employment agency and that personnel are assigned to the SCHOOL to render temporary service(s) and are not assigned to become full-time employees by the SCHOOL. The SCHOOL further acknowledges the substantial investment in business related costs incurred by PREFERRED to include advertisement, recruitment, interviewing, evaluation, reference, checks, training and supervising personnel. In the event that SCHOOL, or any affiliate, subsidiary, department, or division of SCHOOL hires personnel, SCHOOL will be in breach of this Agreement and SCHOOL agrees that damages would be too difficult to calculate. Accordingly, SCHOOL agrees that if SCHOOL recruits or hires Personnel who has been introduced to SCHOOL through this Agreement, SCHOOL agrees to give PREFERRED one hundred eighty (180) days notice of its intent to hire, continuing to staff personnel through PREFERRED for a minimum of thirty-six (36) hours per week through the one hundred eighty (180) days notice period or SCHOOL agrees to pay PREFERRED liquidated damages of thirty thousand dollars (\$30,000.00) or the sum of thirty percent (30%) of such Personnel annual salary (calculated as Hourly Pay Rate x 2080 Hours x 30%), whichever is greater.

ARTICLE 4. - MUTUAL RESPONSIBILITIES



- Section 4.01** **Orientation.** PREFERRED will cooperate with SCHOOL to provide PREFERRED personnel with an adequate and timely orientation to SCHOOL. At a minimum, SCHOOL will orient PREFERRED personnel to its hazardous communication procedures and the SCHOOL - specific Exposure Control Plan as it pertains to OSHA requirements for blood borne pathogens.
- Section 4.02** **Non-discrimination.** Neither PREFERRED nor SCHOOL will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era or any other category protected by law.

ARTICLE 5. - COMPENSATION

- Section 5.01** **Rates** PREFERRED will supply personnel under this Agreement at the rates listed in Attachment A.
- Section 5.02** **Billing.** PREFERRED will submit invoices to SCHOOL every week for personnel provided to SCHOOL. Invoices are to be sent to the following SCHOOL address:

**Attention: Ken Weinheimer – Business Administrator
Hillside Public Schools
195 Virginia Street
Hillside, New Jersey 07205**

- Section 5.03** **Payment.** All amounts due to PREFERRED are due and payable within forty five (45) days from date of invoice. SCHOOL will send all payment to the following address:

**Preferred Home Health Care & Nursing Services, Inc.
PO BOX 826408
Philadelphia, PA 19182-6408**

Please send executed contracts to the following address:

**Preferred Home Health Care & Nursing Services, Inc.
45 Main Street (Highway 35)
Eatontown, NJ 07724
P: (732) 443-8100
F: (732) 443-8101**

- Section 5.04** **Late Payment.** N/A
- Section 5.05** **Rate Change.** PREFERRED will give SCHOOL at least thirty (30) days advance written notice of any change in billing/hourly rates.

ARTICLE 6. - GENERAL TERMS

- Section 6.01** **Independent Contractors.** The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- Section 6.02** **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all the terms of this Agreement.
- Section 6.03** **Indemnification.** School will provide an Insurance and Indemnification Agreement.



- Section 6.04** **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.05** **Entire Contract.** This Agreement constitutes the entire contract between SCHOOL and PREFERRED regarding the services covered under this Agreement. Any agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.
- Section 6.06** **Availability of Personnel.** The parties agree that PREFERRED(s) duty to supply personnel on request of SCHOOL is subject to the availability of qualified SCHOOL personnel. The failure of PREFERRED to provide personnel or the failure of SCHOOL to request personnel results in no penalty and does not constitute a breach of this Agreement.
- Section 6.07** **Compliance with Laws.** PREFERRED agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state or local rules and regulations. If any law or regulation is enacted, modified or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.

ARTICLE 7. - CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

- Section 7.01** **HIPAA Compliance.** In instance where PREFERRED received Protected Health Information, (PHI), herein referred to as HIPAA from SCHOOL, PREFERRED agrees that it shall:
- 1) Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Acts of 1996, as codified at 42 U.S.C. & 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated there under.
 - 2) No use or further disclosure of any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. PREFERRED shall implement appropriate safeguards to prevent the use or disclosure of a patient(s) PHI other than as provided for by this Agreement.
 - 3) Promptly report to SCHOOL any violations, use and/or disclosure of a patient(s) PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.



**PREFERRED HOME HEALTH CARE & NURSING SERVICES, INC.
SCHOOL STAFFING RATES**

A school day consists of hours worked. (Eight (8) hours is the standard billing per day, but varies.)
Transportation only assignments will be billed at 2.5 hours in the AM and PM.

If special needs one-on-one services are provided, charges will be based on a rate of \$56.00 per hour for services rendered by a LPN.

If special needs one-on-one services are provided, charges will be based on a rate of \$61.00 per hour for services rendered by a RN.

SCHOOL and PREFERRED have acknowledged their understanding of and agreement to the mutual promises written above by executing this Agreement.

Hillside Public Schools

Preferred Home Health Care & Nursing Services, Inc.

Signature

DocuSigned by:

Todd Thiede

DCC75410737849C

Signature

Todd Thiede CFO

Printed Name and Title

Printed Name and Title

05/12/22

Date

Date



ED#8-09/22

Department of Nonpublic Services
899 Mountain Avenue, Suite 2C
Springfield, New Jersey 07081
Phone: 908-233-9317
Fax: 908-233-2479

Paul Palozzola
Director
ppalozzola@ucesc.org
908-233-9317

Kristin Russell
Supervisor of Instruction
krussell@ucesc.org
908-233-9317

September 14, 2022

Hillside Board of Education
Dr. David Eichenholtz
Business Administrator
195 Virginia Street
Hillside, NJ 07205

Dear Mr. Eichenholtz:

Enclosed are copies of the Nonpublic School Security & Technology Initiative Program spending plans for the following participating school in your district: Cheder Yaldei Menachem.

Kindly have these spending plans approved at your next Board of Education meeting by including the following motion on your agenda: "motion to approve the Nonpublic School Security & Technology Initiative Program spending plans for the participating school located within this district."

A copy of the minutes showing your Board's approval of these spending plans must be sent to us immediately following your board meeting. The Union County Educational Services Commission cannot process the purchase orders until we receive the approval from your district.

Thank you for your attention in this matter.

Sincerely,

Paul Palozzola
Director
Nonpublic Services

Enclosure

Union County Educational Services Commission
www.ucesc.org

Public School District: Hillside NJ
Name of School: Chester Yalder Menachem Entitlement: \$279

The following items will be purchased with the money from Nonpublic School Technology Initiative Program.

[illegible]

Date: _____

UNION COUNTY EDUCATIONAL SERVICES COMMISSION
NONPUBLIC SCHOOL SECURITY INITIATIVE PROGRAM PLAN 2022-2023

Public School District: Hillside, NJ

Name of School: Cheder Yaldei Menachem

Entitlement: \$ 1485.00
~~2176~~

This statement verifies that the required conference was held between the undersigned individuals regarding the New Jersey Technology Initiative Program. The public school and UCESC will not reimburse the nonpublic school directly. It is agreed that the entitlement of the above named school will be used to provide technology according to all DOE rules and regulations.

The following items will be purchased with the money from Nonpublic School Technology Initiative Program.

Description
School Cell Phone to Be Used
for security purposes -
To be connected to cameras
and doors, and gates
Apps connecting to Fire, Police
& EMS etc.
The rest towards Security guard
(We currently employ a security
guard. these funds will go toward
that)

Fruma Rosenberg
Principal

Date: 8/30/2022

Nonpublic School Services UCESC
(Designee for local Public School District)

Date: _____

September 7, 2022

MEMORANDUM OF UNDERSTANDING

The purpose of this memorandum of understanding (“MOU”) is to memorialize the understandings relating to a proposed distribution relationship between Hillside Public Schools (“School Hillside”) and CueThink, Inc. (“CueThink”, collectively with School, the “Parties”), pursuant to the CueThinkEF+ project funded through Advanced Education Research Development Fund (the “AERDF Project”). Additional terms of the collaboration are set forth in CueThink’s online Terms of Use (“Agreement”).

Project Description and Background:

The parties agree that the purpose of their collaboration is to address the following issue in education:

In a society in which solving problems and innovating is increasingly driven by thinking mathematically, we recognize that many students “do not have access to the mathematics that they need either for their personal or for their professional adult lives” (NCTM, 2018, p. 2) and that inequities disproportionately impact students based on their gender, ethnicity, social class, and race, causing many students from marginalized groups to reject mathematics education altogether. Recent reform efforts have considered solutions such as explicitly targeting the development of executive function (EF), metacognition (MC) and teaching through problem-solving (PS) in isolation. However, research suggests that EF may be a prerequisite for MC, that metacognitive reflection supports the invocation, application, and monitoring of EF skills, that MC directly impacts students’ PS, and that student beliefs and identities impact students’ success in PS and can facilitate or inhibit learning—particularly for students who have become disaffected by the education system. Additionally, leveraging and practicing students’ reflective thinking through discourse is crucial in increasing students’ access to and transfer of mathematical concepts, increasing the equity of instruction, and in supporting students in the development of positive mathematical identities—particularly for African-American and Hispanic students. These dispositions amplify motivation and effort and increase students’ abilities to regulate their cognitive processes. Most interventions focus on individual EF skills, in isolation and/or in laboratory settings only. CueThinkEF+, however, combines executive function scaffolds, metacognitive thinking, problem solving, social presence, and discourse in one package.

Research Design

Using a quasi-experimental design, participating classrooms will be randomly assigned to either

September 7, 2022

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Research Design

Using a quasi-experimental design, participating classrooms will be randomly assigned to either

a group that will use the existing CueThinkEF+ platform or a group that will use CueThinkEF+ that will include new supports and scaffolds for students. While the teachers and students in both groups will use CueThinkEF+, teachers and students in the latter group will also have access to new features that are likely to maximize the positive benefits for students.

All students in both groups will be pre- and post-tested on various EF, MC, and mathematics achievement and beliefs measures at the beginning and end of each school year. In addition, selected students and teachers will be interviewed and participate in usability research and focus group discussions. Details of this research structure shall be developed by the parties mutually and in collaboration as the term progresses. Data from these measures, interviews, and focus groups will allow the parties to continually assess product impact and refine features targeting EF, MC, and math achievement.

Finally, CueThinkEF+ expects to create a specific co-design team that meets with CueThinkEF+ regularly throughout the year to participate in discussions around designing, changing, and refining CueThinkEF+. This team will consist of a small number of students and teachers. The goal is to utilize a rapid iteration design cycle in which the product is tested and refined 3 to 5 times each year to maximize the positive impact the product has on student learning.

Responsibilities

CueThink

- Collaborate with Hillside Public Schools to adapt the study to the needs of Hillside Public Schools
- Align instructional materials to Hillside Public Schools' pacing guide, scope and sequence
- Provide Professional Learning to teachers on using CueThinkEF+ and on topics related to effectively teaching through problem-solving
- Gather and analyze data on student time spent using the product, student frequency using the product, student responses to pop-up probes and the problem completion rate, aggregated by student demographics
- Gather and analyze data on students' EF, MC, PS, anxieties, demographics, and beliefs
- Gather and analyze data on teachers' anxieties, demographics, and beliefs
- Protect data to ensure that identifying information of all participants remains confidential
- Maintain regular communication with representatives from Hillside Public Schools
- Use feedback from Hillside Public Schools' teachers, representatives, and students to iterate and refine CueThinkEF+ to maximize impact on student learning
- Write up a summary of research findings at the conclusion of the grant to provide to Hillside Public Schools

Hillside Public Schools

- Appoint district representative to serve as liaison on the project
- Identify students and teachers to participate in study and co-design process
- Engage in active co-design process for development of product, training and support
- Implement CueThinkEF+ with fidelity
- District representative to conduct random observations of use of CueThinkEF+ in the classroom to ascertain fidelity of implementation
- District representative to gather and share participating student benchmark data when collected by the district
- Participate in focus groups and/or interviews
- Provide support in scheduling times to administer research measures
- Assist in scheduling professional developments for participating teachers
- Assist in communicating information about the study to participants and other key stakeholders (e.g., parents)

Costs Associated with Participation

There are **no direct costs** for Hillside Public Schools associated with participating in this study. Access to the CueThink program will be provided free of charge and the district, students, and teachers will not be charged any fees for participating in the study. There may be small indirect costs associated with study participation in the form of teachers and/or district personnel spending time on study-related activities such as data collection and compilation. CueThink will defray these indirect costs by providing the following stipends and donations at the conclusion of the study:

For teachers:

Teachers will receive a stipend of \$150 in the form of a gift card. They will also have the opportunity to receive an additional \$25 for completing the teacher pre-test measures, \$25 for completing the post-test measures, \$25 for administering the student pre-test measures, and \$25 for administering the student post-test measures. This means that participating teachers can receive up to \$250 in compensation in the form of a gift card at the end of the school year. Select teachers who will be part of the co-design process will also receive an additional stipend of \$150 in the form of a gift card.

For co-design students:

Select students who will be part of the co-design process elect students who will be part of the co-design process will receive either a \$125 gift card or a donation of \$125 will be made to their school, depending on district policies and preferences.

For the district:

District personnel will be required to coordinate study activities and to gather necessary data from district administered assessments and records. To defray the costs associated with these activities, a donation of \$200 will be made to each district.

Point of Contact

CueThink Primary: Allison DePiro, Project Manager, adepiro@cuethink.com, 757-377-2973
CueThink Secondary: Dr. Sam Rhodes, Project Co-PI, srhodes@cuethink.com, 571-334-9443

Hillside Public Schools Primary:
Hillside Public Schools Secondary:

Data Ownership

CueThink shall continue to own its intellectual property, including the CueThink platform and proprietary software. Hillside Public Schools shall continue to own its intellectual property. User data, including without limitation personal information and user-generated content, shall remain the property of the applicable user. As between CueThink and Hillside Public Schools, CueThink shall obtain all right, title and interest in and to all test results derived from users pursuant to this MOU.

This Agreement does not convey to Hillside Public Schools any rights of ownership in or related to the CueThink platform or services or any related technology, software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, tangible or intangible technical material or information, any non-identifiable statistical or aggregated data compiled by the platform or any related intellectual property rights, all of which are expressly retained by CueThink. Hillside Public Schools shall not copy, alter, modify, create derivative works of, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the CueThink platform or the service.

Media Release

Hillside Public Schools authorizes CueThink to collect and use photographs, videos and other testimonials of Hillside Public Schools' activities related to this project (collectively, "Footage"). Unless otherwise specified in writing by Hillside Public Schools, CueThink and its collaborators associated with this project, may use the Footage for training and dissemination purposes (eg. conference presentation on project). Hillside Public Schools waives any right to royalties or other compensation arising or related to such Footage.

Term and Termination

The initial term of this MOU is for one year, which for avoidance of doubt means academic year 2022-2023.

General

This agreement shall be construed and interpreted in accordance with the internal laws of The Commonwealth of Massachusetts, applicable to contracts made and performed entirely therein, without regard to conflicts of laws principles. This MOU shall not amend or supersede CueThink’s Terms of Use, which shall remain in full force and effect. In the event of conflicting terms, CueThink’s Terms of Use shall prevail.

ACKNOWLEDGED AND AGREED:

Hillside PUBLIC SCHOOLS

CUETHINK, INC.

By: _____
(sign here)

By: _____
(sign here)

Print Name: _____

Print Name: SHEELA SETHURAMAN

Print Title: _____

Print Title: CEO

Dear Parents and Students,

We are inviting your child (student) to take part in the *CueThinkEF+: Scaffolding Executive Function Via Metacognition and Problem-Solving* research study, being led by Sheela Sethuraman (Principal Investigator), Dr. Sam Rhodes (Co-Principal Investigator), and Dr. Rick Bryck (Co-Principal Investigator).

This form provides information about the research study. In order for a student to participate, the **parent or legal guardian must give permission AND the student (child) must agree (assent)** to participate. As such, you must both be present for the duration of reviewing and completing this form.

- I certify that I am the parent or legal guardian and that my child is present with me as we are completing this form.
<If this option is selected the form will proceed to the next page>
- The parent/legal guardian or the child is not currently present and we will complete this form at a later time when both parties are present.
<If this option is selected the form will terminate immediately>

Parent / Legal Guardian and Student Consent Form

Sponsor / Study Title:	CueThink, Inc. / “CueThinkEF+: Scaffolding Executive Function Via Metacognition and Problem-Solving”
Protocol Number:	TBD
Principal Investigator:	Sheela Sethuraman
Telephone:	224.338.9328
Address:	CueThink 8 Furbish Pond Lane North Reading, MA 01864

The study is funded by [Advanced Education Research & Development \(AERDF\)](#). An investigator on this study is the sole founder and officer and has an ownership interest in CueThink, the app being used in this research study. As a result, the investigator may benefit financially from a successful study. Additional steps have been taken to manage the potential conflict of interest that this financial arrangement may create. Please speak with the study Principal Investigator if you have questions about this.

When “you” appears in this form, it refers to your child except where it says otherwise.

- **If you give permission for your child to participate, your child should also sign and date this form.**
- You are free to choose whether or not to participate in the study.
- There are no negative consequences of choosing not to participate in the study.

What is the purpose of the study?

Sheela Sethuraman

This study is designed to learn more about the connections between math problem-solving abilities, the ability to reflect on one's work (metacognition), and the ability to set goals and organize thoughts (executive function). In particular, we are interested in how the use of a digital education app, CueThinkEF+, might help students with problem solving in math.

What will we ask you to do?

Participating students can expect the following:

1. Complete questionnaires, computer "games", and a few math problems at the start (Fall) and end (Spring) of the study. Each time will take about 75 minutes to complete.
2. Use CueThinkEF+ in class as part of math class, as they would whether they are participating in the study or not.
3. Students may be asked to participate in a focus group and/or interviews for about 20 minutes.

All the activities listed above would occur during the normal school day.

Students may also be offered the opportunity to work with designers to help us improve the CueThinkEF+ app. This is called the co-design team. If asked and you agree to be part of the co-design team, your child can expect to spend up to an additional 6 hours of time on activities such as:

1. Meeting virtually with the co-design team (approximately 1 hour per month).
2. Periodically reviewing and commenting on designs for changes to CueThinkEF+ (approximately 15 minutes per month).

If asked to be part of the co-design team, a student can decline and still take part in the study.

What student data will we be collecting? (See the Risks and Confidentiality section below for information on how we will protect student confidentiality)

1. Data from questionnaires, computer games, problem solving assessments, and focus groups/interviews.
2. Data from student use of CueThinkEF+, including usage, student work, responses to pop-up prompts, etc.
3. Scores on math achievement tests (e.g. iReady diagnostic and state test scores).
4. Student final grades in math.
5. Demographic and school services data.

How long am I committing to participate in this study?

Participation in this study will last until the end of the school year, which is approximately 9 months. There is also the potential of a follow up interview after that date. However, you are free to withdraw participation from the study at any time without penalty.

Are there any benefits of participating in this study?

There are no known benefits of participating in the study. However, by participating in this research, you will contribute to the development of our understanding about how to better teach math problem-solving.

Risks and Confidentiality

There are minimal anticipated risks. We will:

- collect some personal information such as age, race, and ethnicity from students.
- ask students about study strategies, ways of thinking, math anxiety, math beliefs and math identity.
- not associate students' answers with their name for online surveys. Rather, each student will enter a unique identification number (ID) when answering questions or playing the computer games, so that their name is not linked to their responses.
- remove student names from problem solving assessments prior to scoring responses.

The questions we will ask students in the questionnaire are not considered to be of an intimate nature. Therefore, to get complete data, participating students will not be allowed to skip questions. However, your child may still feel uncomfortable answering some questions.

Students' *deidentified* data will be retained and may be shared with colleagues and collaborators to investigate related research questions. With any research, however, there is a *chance* of breaches to privacy. We will do all we can to protect privacy. All data will be encrypted and stored on password protected computers or in a locked drawer. The link between a student's unique ID and name will be kept separate from their data.

Whom to contact about this study

During the study, if you have questions, concerns or complaints about the study, please contact the Investigator at the telephone number listed on the first page of this consent document.

An institutional review board (IRB) is an independent committee established to help protect the rights of research participants. If you have any questions about your rights as a research participant, and/or concerns or complaints regarding this research study, contact:

- By mail:
Study Subject Adviser
Advarra IRB
6100 Merriweather Dr., Suite 600
Columbia, MD 21044
- or call **toll free:** 877-992-4724
- or by **email:** adviser@advarra.com

Please reference the following number when contacting the Study Subject Adviser: TBD

Alternatives to Participating in the Study

Since this study is for research only, the only other choice would be not to be in the study.

Termination of Participation in the Study

Your participation in the study is entirely voluntary and your decision.

- You can stop participating at any time without penalty.
- You have the right to refuse participation in the study.
- Participation or nonparticipation in the study will not affect your grades or your status with the school or district.