

AGREEMENT

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2016,
by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

NEW TEACHER CENTER CORPORATION
(hereinafter referred to as "NTC"),
whose principal place of business is
110 Cooper Street, Suite 500
Santa Cruz, California 95060

SBBC AND NTC are referred to collectively as "Parties"

WHEREAS, the Parties hereto desire to enter into a contractual agreement for professional development and learning services (hereinafter referred to as "Services") that will properly prepare teachers for coaching (instructional leader) positions; and

WHEREAS, research shows that teachers are the single most important school-based determinant of student success and, in turn, that teacher success is deeply linked to the effectiveness of the Principal and his/her ability to create an environment where teachers can thrive. NTC is focused on accelerating new principal practice through job-embedded coaching by well-trained and supported coaches as an extension of aligned high-quality induction programs.

WHEREAS, the services and materials provided are exempt from bidding in accordance with Florida Administrative Code 6A-1.012(11a, 11b), Purchasing Policies and Florida Statute 1010.04(4)(a).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2016** and conclude on **June 30, 2017**.

2.02 **Description of Services.** Professional services related to professional development, as set forth more fully in the agreed (attached) Proposal which is labeled as Attachment A (hereinafter referred to as “Proposal”) and incorporated herein by reference.

2.03 **Fees and Payment.** SBBC shall pay NTC the fees as set forth in the Proposal. NTC shall issue an invoice upon fulfillment of Services. Payment shall be due to NTC within thirty (30) days after the date of the invoice and after validation of Services have been performed by NTC to the satisfaction of SBBC. SBBC is exempt from taxes. SBBC tax exempt number is 85-8013140099C-8.

2.04 **Materials.** All content, visual interfaces, information, data, graphics, designs, compilations, products, software, records, reports, documents, booklets, guides, modules, training modules, resource and instructional guides, know-how and such other writings, recordings and all other elements provided by NTC, regardless of form (i.e., whether video, paper, electronic or otherwise), and whether tangible or intangible, whether previously established by NTC or created or produced for the first time by NTC in the performance of its obligations pursuant to the Agreement (“Materials”), are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. NTC retains and shall own all right, title and interest in and to all Materials. If at any time SBBC acquires any rights, title or interest in the intellectual property rights relating to the Materials, SBBC hereby irrevocably transfers, conveys and assigns to NTC all of its right, title and interest therein. SBBC shall execute such documents, render such assistance, and take such other action as NTC may reasonably request, at NTC’s expense, to apply for, register, perfect, confirm and protect NTC’s rights to all intellectual property rights relating to the Materials.

2.05 **Copyright Indemnification.** SBBC agrees to notify NTC promptly in writing of any threatened or pending judicial action brought against SBBC alleging SBBC’s improper or unlawful use of any of the licensed services or of NTC property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as “Infringement Claims”). NTC shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC’s related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. NTC’s foregoing obligations are subject to and conditioned upon SBBC’s full cooperation with NTC in the defense of such Infringement Claims.

2.06 **Other Organizations.** SBBC acknowledges that NTC provides K-12 teacher and administrator induction and professional development services in other locations throughout the

country, and that such services are similar to the services NTC will provide pursuant to this Agreement; and, further, that such services NTC provides elsewhere result in the preparation of Materials that may be similar to those Materials provided pursuant to this Agreement.

2.07 **License Grant for Training Contracts.** SBBC acknowledges that the Services and Materials provided under this Agreement are proprietary to NTC, its subsidiaries, and/or its affiliates and that no Materials shall be deemed a work for hire. NTC hereby grants to SBBC a non-transferable, non-exclusive license to use, copy and distribute Materials to its employees only and only for SBBC's internal training purposes. For clarity, SBBC shall not and shall ensure that its employees shall not (i) independently present the Materials in a module, academy, workshop or similar training environment without NTC's prior written consent; or (ii) use the Materials. Other than as expressly set forth in this Agreement, no license or other rights in such intellectual property are granted to SBBC, and all such rights are hereby expressly reserved by NTC. SBBC shall not obscure or remove any copyright, trademark or other proprietary-rights notices and shall reproduce all such notices on any authorized copies of Materials.

2.08 **Trademarks.** The Services or Materials may include NTC's trademarks, trade names, logos and other proprietary notices (the "NTC Marks"). NTC hereby grants to SBBC a limited, non-exclusive, non-transferable license, with no right to sublicense, to display the NTC Marks on SBBC's websites. Any display of the NTC Marks is subject to the NTC's trademark usage guidelines as may be proved by NTC in writing to SBBC from time to time. Any goodwill generated through us of the NTC Marks is owned by and will inure the benefit of NTC. NTC may use SBBC's name in connection with NTC's general marketing materials.

2.09 **Non-Disclosure of Confidential Information.** Neither NTC nor SBBC shall disclose to any third party any confidential or proprietary information, including without limitation employee and student data, financial data and mailing lists, product plans and strategies, technical data and research, know-how, and customer and related information which the disclosing party considers to be confidential ("Confidential Information"), for any purpose other than performance of the Services, without first having obtained the prior written consent of the other party. Both parties shall take reasonable measures to protect the secrecy of and to avoid the unauthorized use and disclosure of the Confidential Information of the other party. For clarity, SBBC's name and general information about the scope of Services provided hereunder are not considered Confidential Information.

2.10 **Exceptions.** Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving party (without improper conduct or breach of an obligation) prior to disclosure to the receiving party by the disclosing party, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; or (v) it has been independently developed by a party without access to the confidential Information of the party; or (vi) is subject to disclosure by applicable law.

2.11 Data Usage and Disclosure. Subject to Section 3.10, SBBC grants NTC a perpetual, irrevocable, world-wide, non-exclusive, sub-licensable, royalty-free, fully paid up, transferable license to reproduce, create derivative works of, and otherwise use, modify, and exploit information and data collected by NTC as part of providing the Services to SBBC (“NTC Data”) for the purposes of facilitating, providing, improving, and evaluating any aspect of any programs or services NTC provides, without compensation to SBBC. Under this license, NTC is permitted to disclose NTC Data to any services providers and vendors as necessary for NTC to provide its programs and services. This license also grants NTC the right to use and disclose for any purpose, including for the purposes of promoting NTC and its services and permitting third-party researchers access, (i) any NTC Data that is itself non-personally identifiable and/or aggregate, and (ii) non-personally identifiable and/or aggregate information that is derived from NTC Data (collectively “Anonymized and Aggregate NTC Data”). This license will continue even after termination of this Agreement.

2.12 Reports and Communications. Subject to Section 3.10, NTC is permitted to analyze NTC Data and generate and distribute reports and materials to SBBC containing NTC Data collected as part of providing the Services to SBBC. To meet regulatory, grant, and other business obligations, NTC also has the right to analyze NTC Data and generate and distribute reports and other materials containing Anonymized and Aggregate NTC Data intended to help communicate the effectiveness of the programs and services NTC provides. NTC may identify SBBC as NTC’s client in such reports and other internal or external materials and communications, including on NTC’s website. Subject to applicable law, and in line with its charitable and educational mission, NTC may also disclose or otherwise permit access to Anonymized and Aggregate NTC Data to external academic and other researchers to review and to publish reports, articles, or other materials (collectively, “Reports”) reflecting such review.

2.13 No Warranties. The materials and services are provided to SBBC on an “AS IS” basis. Neither party makes any representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to products, specification, support, service, or any other materials provided hereunder. Both parties specifically disclaim any and all implied warranties, including any warranties of fitness for a particular purpose, title, non-infringement and merchantability.

2.14 Limitation of Liability. Under no circumstances, and under no legal theory, whether in tort, contract, or otherwise shall NTC or its affiliates, contractors, employees, agents, or third party partners or suppliers, be liable for any special indirect, incidental, consequential, punitive or exemplary damages (including without limitation, loss of goodwill, loss of profits or use or cost of cover) arising out of or relating to this Agreement, even if NTC or NTC’s authorized representative has been advised of the possibility of such damages. In no event will the total aggregate liability of NTC to any person arising out of or relating to this Agreement, whether based on contract, including breach of warranty, negligence, strict liability or other tort theory, exceed the total amounts paid to NTC pursuant to this Agreement in the twelve (12) months prior to the event or circumstance giving rise to such liability.

2.15 Order of Priority. In the event of a conflict between documents, which are incorporated herein by reference, the Parties agree that the order of priority shall be as follows:

- A. This Agreement, then
- B. Attachment A
- C. Attachment B

2.16 **Inspection of NTC's Records by SBBC.** NTC shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All NTC's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by NTC or any of NTC's payees pursuant to this Agreement. NTC's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. NTC's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **NTC's Records Defined.** For the purposes of this Agreement, the term "NTC's Records" shall include, without limitation, any documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to NTC's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to NTC pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide NTC reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to NTC's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by NTC to permit audit, inspection examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any NTC's claims for payment by SBBC.

(f) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by NTC in excess of two

percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by NTC. If the audit discloses billings or charges to which NTC is not contractually entitled, NTC shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. NTC shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by NTC to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to NTC pursuant to this Agreement and such excluded costs shall become the liability of NTC.

(h) Inspector General Audits. NTC shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.17 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Talent Development Officer The School Board of Broward County, Florida 3531 Davie Road Davie, Florida 33314
To NTC:	Sue Perkins, CFO/EVP of Business Operations New Teacher Center Corporation 110 Cooper Street, Suite 500 Santa Cruz, CA 95060
With a Copy to:	Cynthia Brunswick, Senior Vice President New Teacher Center Corporation 310 S. Peoria Street, Suite 512 Chicago, IL 60607

2.18 Background Screening: NTC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with

students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of NTC or its personnel providing any services under the conditions described in the previous sentence. NTC shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to NTC and its personnel. The parties agree that the failure of NTC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. NTC agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from NTC's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.19 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By NTC: NTC agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by NTC, its agents, servants or employees; the equipment of NTC, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of NTC or the negligence of NTC's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by NTC, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity

under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the

party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel



FOR NTC

NEW TEACHER CENTER
SANTA CRUZ, CALIFORNIA

ATTEST:

By Sue Perkins
Sue Perkins, CFO & EVP, Business Operations

_____, Secretary

-or-

James Hancock
Witness: James Hancock

Loani Nguyen
Witness: Loani Nguyen

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF California

COUNTY OF Santa Cruz

The foregoing instrument was acknowledged before me this 27th day of June, 2016 by Sue Perkins of New Teacher Center, on behalf of the corporation/agency.

Name of Person
Name of Corporation or Agency
He/She is personally known to me or produced Drivers License as identification and did/did not first take an oath. Type of Identification

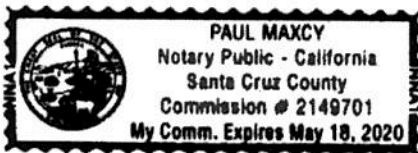
My Commission Expires: 5/18/20

Paul Maxcy
Signature - Notary Public

Paul Maxcy
Printed Name of Notary

2149701
Notary's Commission Number

(SEAL)





Attachment A Broward County Public Schools

June 1, 2016

Angela Brown
Broward County Public Schools
Director, Coaching and Induction
600 SE Ave
Ft. Lauderdale, FL 33301
Phone: (754) 321-5024
Angela.Brown@BrowardSchools.com

Scope of Work July 1, 2016-June 30, 2017

This Scope of Work ("SOW") confirms the agreement with the Broward County Public Schools ("Client") and the New Teacher Center ("NTC") for the services and materials described below.

District and Program Leader Services

Program Implementation and Leader Support Teacher Induction

This scope of work includes 35 days of in person and virtual meetings for NTC staff to engage with Broward County Public Schools' program leadership to develop a Program Implementation and Leader Development (PILD) Plan and provide deliverables outlined in the plan. During an in-person or virtual implementation meeting, NTC staff and program leadership will collaborate to determine the PILD Plan. The PILD Plan will include a set of goals and corresponding deliverables contextualized to support program implementation and program leadership development.

Deliverables based on the program goals may include plans for:

- Program implementation and sustainability
- Ongoing community of practice: mentor forums and other structures
- Program leader support of mentor development including the use of the mentor/coach Formative Assessment System
- Data collection, expectations, and review
- Stakeholder communication
- Capacity building

Once the goals and deliverables are defined, NTC and the program lead will work together to schedule the in-person and virtual activities to implement the PILD Plan. The supports may include: developing and monitoring program goals, engaging in in-field coaching sessions with program leaders to support the development of mentors/coaches, and consulting with the program leader around the overall management of the program.

Also included in the PILD services are print materials, an online resource kit for program leaders, and 2 Talent video platform accounts to support in-field coaching of program leaders by NTC staff.

Program Implementation and Leader Support Teacher Induction Fee: \$77,000

Program Implementation and Leader Support School Leadership

NTC staff will collaborate for 16 days with program leadership to define goals and deliverables. NTC and the program lead will work together to schedule the in-person and virtual activities that may include: developing and monitoring program goals, engaging in in-field coaching sessions with program leaders, and consulting with the program leader around the overall implementation of the program.

Program Implementation and Leader Support School Leadership Fee: \$48,000

Bi-Annual Executive Partnership Review

Twice a year NTC Regional Directors and Broward County Public Schools leadership will meet with the Broward County Public Schools Executive Sponsor to review the health of the program as measured by available qualitative and quantitative data and alignment to district goals and key performance indicators. During these one-hour biannual sessions, NTC and Broward County Public Schools will identify areas of program strength and opportunities for growth and secure agreement on next steps.

Bi-Annual Executive Partnership Review Fee: Included

Presenter Academy Year 2

Eight Broward County Public Schools participants selected based on the criteria outlined in the Local Presenter Selection Criteria Addendum will be attending 3 days of Presenters' Academy Year 2. Participation will also be contingent upon the program meeting criteria outlined in the Program Readiness Criteria Addendum. They will also have access to 4 online content preparation sessions. Fees include registration and breakfast and lunch. Dinner, transportation and lodging for attendees are not included.

Presenter Academy Year 2 Fee: \$12,000

Custom Induction Survey package B

Administered annually to up to 500 Beginning Teachers, Mentors, Site Administrators and Program Leaders. Survey administration includes:

- Use of core survey questions
- Up to 20 basic item changes
- Weekly response rates
- Two full color reports per Survey
- Two copies of open-ended results per survey
- Up to 20 disaggregated reports
- Excel files of raw survey data
- Open-ended and scaled responses from beginning teachers
- Group comparisons of questions that align across all surveys

Custom Induction Survey package B Fee: \$10,000

Summary fees for District and Program Leader Services: \$147,000**Professional Development for Mentors****Professional Learning Series 1 Co-presented
Professional Development Sessions**

A New Teacher Center staff member will co-present the following mentor professional development for up to 60 participants per session with the Local Presenters listed below. The Local Presenter(s) will plan and prepare with a NTC staff member prior to delivery of each of the co-presented professional development sessions listed in this agreement. The Local Presenter(s) have been selected in collaboration with NTC staff, based upon the criteria listed in the Presenter Selection Criteria addendum.

PLS1: Instructional Mentoring
PLS2: Observing & Conferencing
PLS3: Using Data to Inform Instruction
PLS4: Designing Effective Instruction

Presenter Collaborative

The agreement also includes participation for the Local Presenters listed above in the Presenter Collaborative. The Collaborative is designed to create a professional learning community of NTC presenters focused on advancing the knowledge, skills, and abilities of the presenters. The two Collaborative sessions will be convened online at a time to be determined.

Professional Development Materials

This agreement includes one online program tool set. This agreement includes licenses for online tools for mentors and teachers and any print Guides for mentors. It also includes licenses for an additional 100 online tools. The online tool system includes access to Learning Zone resources, a perception survey for teachers. The system requires all users to accept terms of use the first time they log in.

Contact the Product Department at (831) 600-2244 or by email at products@newteachercenter.org as soon as possible to place orders for online tools and print Guides. Final orders must be confirmed at least 4 weeks in advance of the first professional development session.

**Professional Learning Series 2 Co-presented
Professional Development Sessions**

A New Teacher Center staff member will co-present the following mentor professional development for up to 60 participants per session with the Local Presenters listed below. The Local Presenter(s) will plan and prepare with a NTC staff member prior to delivery of each of the co-presented professional development sessions listed in this agreement. The Local Presenter(s) have been selected in collaboration with NTC staff, based upon the criteria listed in the Presenter Selection Criteria addendum.

PLS4: Designing Effective Instruction
PLS5: Creating Conditions for Equitable Instruction



PLS6: Advancing Instruction to Support Language Development

Local Presenters

Keith Calloway - keith.calloway@browardschools.com
Angelia Ludica - aludica@browardschools.com;
Terrilynn Latour - terrilynn.latour@browardschools.com

Presenter Collaborative

The agreement also includes participation for the Local Presenters listed above in the Presenter Collaborative. The Collaborative is designed to create a professional learning community of NTC presenters focused on advancing the knowledge, skills, and abilities of the presenters. The two Collaborative sessions will be convened online at a time to be determined.

Professional Development Materials

This agreement includes one online program tool set. This agreement includes licenses for online tools for mentors and teachers and any print Guides for mentors. The online tool system includes access to Learning Zone resources, a perception survey for teachers. The system requires all users to accept terms of use the first time they log in.

Contact the Product Department at (831) 600-2244 or by email at products@newteachercenter.org as soon as possible to place orders for online tools and print Guides. Final orders must be confirmed at least 4 weeks in advance of the first professional development session.

Induction Forums

NTC staff will deliver six 3-hour Induction Mentor/Coach Forums in consultation with the Program Leader. Forums are a professional learning community for the mentors/coaches.

Induction Forums Fee: \$21,000

Summary fees for Services for Mentors: \$96,000

Professional Development for Instructional Coaches

Teacher Coaching Pathway Year 1 Co-presented Professional Development Sessions

A New Teacher Center staff member will co-present the following instructional coach professional development for up to 60 participants per session with the Local Presenters listed below. The Local Presenter(s) will plan and prepare with a NTC staff member prior to delivery of each of the co-presented professional development sessions listed in this agreement. The Local Presenter(s) have been selected in collaboration with NTC staff, based upon the criteria listed in the Presenter Selection Criteria addendum.

- IC #1: Using Formative Assessment in Instructional Coaching Practice (3 sessions)
- IC #2: Effective Instructional Coaching Cycles (3 sessions)
- IC #3: Analyzing Student Work to Inform Differentiated Instruction (3 sessions)

Local Presenters

Six new presenters attending Presenters' Academy Year 1 in 2016

Presenter Collaborative

The agreement also includes participation for the Local Presenters listed above in the Presenter Collaborative. The Collaborative is designed to create a professional learning community of NTC presenters focused on advancing the knowledge, skills, and abilities of the presenters. The two Collaborative sessions will be convened online at a time to be determined.

Professional Development Materials

This agreement includes one online program tool set. This agreement includes licenses for online tools for coaches and teachers and any print Guides for coaches. The online tool system includes access to Learning Zone resources, a perception survey for teachers. The system requires all users to accept terms of use the first time they log in.

Contact the Product Department at (831) 600-2244 or by email at products@newteachercenter.org as soon as possible to place orders for online tools and print Guides. Final orders must be confirmed at least 4 weeks in advance of the first professional development session.

Teacher Coaching Pathway Year 2 Co-presented

Professional Development Sessions

A New Teacher Center staff member will co-present the following instructional coach professional development for up to 60 participants per session with the Local Presenters listed below. The Local Presenter(s) will plan and prepare with a NTC staff member prior to delivery of each of the co-presented professional development sessions listed in this agreement. The Local Presenter(s) have been selected in collaboration with NTC staff, based upon the criteria listed in the Presenter Selection Criteria addendum.

IC #4: Supporting Effective Instruction (3 sessions)

IC #5: Coaching and Facilitating Learning Communities (3 sessions)

IC #6: Coaching in Complex Situations (3 sessions)

Local Presenters

Keith Calloway - keith.calloway@browardschools.com

Angelia Ludica - aludica@browardschools.com;

Terrilynn Latour - terri Lynn.latour@browardschools.com

Presenter Collaborative

The agreement also includes participation for the Local Presenters listed above in the Presenter Collaborative. The Collaborative is designed to create a professional learning community of NTC presenters focused on advancing the knowledge, skills, and abilities of the presenters. The two Collaborative sessions will be convened online at a time to be determined.



Professional Development Materials

This agreement includes one online program tool set. This agreement includes licenses for online tools for coaches and teachers and any print Guides for coaches. The online tool system includes access to Learning Zone resources, a perception survey for teachers. The system requires all users to accept terms of use the first time they log in.

Contact the Product Department at (831) 600-2244 or by email at products@newteachercenter.org as soon as possible to place orders for online tools and print Guides. Final orders must be confirmed at least 4 weeks in advance of the first professional development session.

Summary fees for Instructional Coaches: \$180,000

Professional Development for School Leaders and Leadership Coaches

Professional Development Sessions

New Teacher Center staff will present the following professional development for up to 60 participants per session.

Coaching Leaders to Attain Student Success

Professional Development Materials

The professional development includes print materials for coaches. Contact the Product Department at (831) 600-2244 or by email at products@newteachercenter.org as soon as possible to place orders for online tools and print Guides. Final orders must be confirmed at least 4 weeks in advance of the first professional development.

The Role of School Leaders in New Teacher Success - Co-presented

Leadership Coach Forums

NTC staff will deliver five 3-hour Induction Leadership Coach Forums in consultation with the Program Leader. Forums are a professional learning community for the mentors/coaches.

Leadership Coach Forums Fee: \$20,000

Summary fees for School Leaders and Leadership Coaches: \$46,000

Professional Development Logistics and Materials

Unless otherwise stated, professional development days run from 8:30am-3:30pm. Due to the content that will be covered during the professional development and the desire to promote a community of learning for all participants, we suggest that lunch and any additional meals be served on site.

A master copy of the participant packets and supplementary handouts will be sent one week prior to this event to client name to duplicate for each participant. Additionally, a list



of materials that we require supplied for the workshop is included in the Professional Development Materials Addendum. NTC will provide those items not listed.

For co-presented professional development, NTC will provide Broward County Public Schools with one master set of all materials (electronic when possible) necessary to conduct the of professional development curriculum listed above. These materials include:

- Presenters' Guides
- Masters of Participants' Manuals
- DVDs needed for the conduct of the professional development
- Presenters' Notes
- Materials Lists
- Masters of Supplementary Materials
- NTC cover stock for participant packets

The Basic Materials for the sessions are listed on the Professional Development Materials Addendum.

Broward County Public Schools will be responsible for duplicating participant materials. If a replacement set of materials is needed, the NTC will provide them for an additional fee of \$150 per professional development session. Replacement DVDs are also available for \$150 per DVD.

The NTC will also obtain necessary authorizations for the duplication of any materials that are copyrighted by organizations other than the NTC. Contact Serena Scott by email at sscott@newteachercenter.org or (831) 600- 2263 for further information about training materials.

Online Licenses

Talent Video Observation Platform

An annual license for 200 people to use the safe and secure video observation platform Talent. This price is at the preferred customer discount from the \$150 standard price per user for year-long access to Torsh Talent video platform.

Talent Video Observation Platform Fee: \$20,000

Summary fees for Online Licenses: \$20,000

Summary of Fees

Product/Service	Total Cost
District and Program Leader Services	\$147,000
Professional Development for Mentors	\$96,000
Professional Development for Instructional Coaches	\$180,000
Professional Development for School Leaders and Leadership Coaches	\$46,000
Online Licenses	\$20,000
Services Total!	\$489,000



Total cost does not include transportation, lodging, or meals not served at the Presenter Academy events for Broward County Public Schools staff.

NTC reserves the right to invoice upon completion of service delivery and upon client's receipt of products and materials. NTC requests prompt payment on receipt of invoice. State Sales Tax will be included on the Invoice unless the Tax Exemption Certificate is sent to NTC. Shipping & Handling charges will be invoiced as per Fee Schedule in NTC Product Order Form. The terms of this SOW shall control any conflicting terms in any referenced agreement or contract between the parties. In the event the Client cancels or reschedules an onsite session within 10 working days of the agreed upon start date of said session, NTC reserves the right to invoice the Client a 20% fee for rescheduling and a 50% fee for cancellation. Prices are valid for the terms of this contract and in future contracts may increase up to 5% annually.

Contacts And Questions

Mimi Appel will serve as the NTC's primary point of contact for the implementation of this agreement. Please contact Mimi Appel at 231.633.5601 or mappel@newteachercenter.org if you have questions.

For questions regarding the coordination or logistics of the professional development, please contact Serena Scott at (831) 600-2263 or sscott@newteachercenter.org.

For payment or billing questions, please contact Pixan Serna at (831) 600-2273 or pserna@newteachercenter.org.

For other questions related to your contract, please contact James Hancock at (831) 600-2258 or jhancock@newteachercenter.org.

Sincerely,

A handwritten signature in cursive script that reads "Ellen Moir".

Ellen Moir
Chief Executive Officer
(831) 600-2200

Addendum: Professional Development Materials List

Please provide the following materials, supplies, and equipment for each session.

- ✓ Audio-visual equipment
 - LCD projector and screen, if available digital document projector (Elmo)
 - Speakers to connect to computer
 - Microphone for large room and/or large group
- ✓ One chart easel and one chart pad
- ✓ Participant name tags coded, first name in large print
- ✓ Table signs/tents that correspond to group designations
- ✓ Sign-in table with sign-in list and name tags
- ✓ Individual table materials (in a basket or tray):
 - Three " X 3" post-its
 - One 1/2" X 2" post-its
 - One set of colored marking pens including blue, black, red and green
 - One highlighter per two people
 - Pens and pencils
- ✓ Duplication of participant materials as designated in agreement
- ✓ Room arrangement:
 - Round tables arranged in crescent formation or rectangle tables arranged in chevron formation
 - Six participants per table
 - One table, against the wall at the front of the room, for presenters' materials
 - One table near the front, off to the side, for presenters to sit

Addendum: NTC Online Platform Whitelisting

New Teacher Center uses the following sites as part of our work with your district or program. Please direct this document to your IT Director for further action. We recommend testing and whitelisting as needed so your participants can access your contracted products and services.

NTC Service	Whitelist//Unfilter/Unblock
Single Sign On Portal *	<p>The following may need whitelisting. *</p> <ul style="list-style-type: none"> • learningzone.ntcportal.org (ports 80 & 443) • lzsp.ntcportal.org (ports 80 & 443) • lzldp.newteachercenter.org (ports 80 & 443) • sspr2.ntcportal.org 54.208.21.101 HTTP/HTTPS (port 80 and 443)
Email notifications	<p>Whitelist, clear from spam filters or unblock:</p> <ul style="list-style-type: none"> • emss@newteachercenter.org • ntctools_noreply@newteachercenter.org • do-not-reply@communitfies.newteachercenter.org • help@newteachercenter.org • info@newteachercenter.org • onlinepd@newteachercenter.org • notifications@instructure.com <p>Email gateway:</p> <ul style="list-style-type: none"> • o1.smtp.newteachercenter.org 192.254.116.17 SMTP (port 25)
My Tools	<p>The following sites may need whitelisting.</p> <ul style="list-style-type: none"> • https://ntctools.newteachercenter.org/tools/frontend • https://programmanagement.newteachercenter.org/cms/home <p>View My Tools Tech Requirements. (https://drive.google.com/file/d/0B9hcJTZVfjdem2qblj1IMZ1sa0E/edit?usp=sharing)</p>
My Video	<p>Some districts restrict video delivery due to bandwidth issues. Contact district IT staff and ask to whitelist or unblock video delivered from www.torshalent.com. Email notifications should be whitelisted from notification@torsh.com.</p>
My Learning	<p>Contact district IT staff and ask to whitelist, clear from spam or unblock:</p> <ul style="list-style-type: none"> • *.instructure.com sub-domain • notification IPs: 54.240.14.1, 54.240.14.2, 54.240.14.105, 54.240.14.139, 54.240.14.154, 54.240.14.188, 54.240.14.198, 54.240.14.199 Ports 80 / 443 / 8080 / 1936 / 1935 • safefiles.instructure.com • images.instructure.com • *.instructure.media.com (Kaltura media storage) • help.instructure.com

- NTC Service Whitelist//Unfilter/Unblock
- <http://www.scribd.com>
- Viewing Streaming Video** Some districts restrict video delivery due to bandwidth issues. Contact district IT staff and ask to whitelist or unblock video delivered from www.brightcove.com.
- Meeting Evaluation Tool** Contact district IT staff and ask to whitelist www.surveymzmo.com.
- Blackboard Collaborate**
(synchronous online seminars and forums)
- System software may not be up to date and may require District IT staff to update:
 - [System requirements](http://support.blackboardcollaborate.com/ics/support/default.asp?deptID=8336&task=knowledge&questionID=2890) for browsers and operating systems
 - Blackboard Collaborate Launcher software required on each machine (automatically downloads when joining an online room).
 - Please direct IT staff to [Test Page](#) to test Collaborate. See Step 2 Live Test and Enter a Test Room (<https://newteachercenter.instructure.com/courses/90>)
- * load balancers related to IP addresses:
lz-sp-loadbalancer-1891675312.us-east-1.elb.amazonaws.com
lz-ldp-loadbalancer-1181697775.us-east-1.elb.amazonaws.com
idm-sspr-loadbalancer-749169287.us-east-1.elb.amazonaws.com

For information and support, please email help@newteachercenter.org.

Addendum: Local Presenter Selection Criteria

Presenters are selected in consultation with the NTC staff according to the Local Presenter Section Criteria below.

Required Selection Criteria

NTC Induction Model

Candidate has:

- Knowledge of NTC Mentor Professional Development and Formative Assessment
- Mentoring or coaching experience using NTC Formative Assessment System (FAS) tools, processes, and protocols with beginning teachers
- Attended and participated in Year 1 and Year 2 mentor professional development series or is concurrently enrolled in Year 2 during the facilitation of Year 1.
 - Year 1 Mentor Professional Development:*
 - Mentor Academies 1-4 or Professional Learning Series 1-4 or Teacher Induction Modules: Instructional Mentoring, Setting Professional Goals, Coaching and Observation, Analysis of Student Work
 - Year 2 Mentor Professional Development*
 - Mentor Academies 5-8 or Professional Learning Series 5-8 or Teacher Induction Modules: Coaching in Complex Situations, Mentoring for Equity, Mentoring for English Language Learner Success, Creating and Facilitating Meetings that Promote Professional Development
- Ability and commitment to attend all of NTC's Presenter Academy Year 1 and/or Year 2 in person and online sessions

Additional Professional Knowledge/Skills:

Candidate has:

- Facility with and daily use of mentoring language
- Understanding of/responsiveness to local cultures influencing the educational needs of the community
- Openness to extending professional knowledge and skill
- Ability to articulate the purpose, potential, and vision for teacher induction.

Professional Developer Skills:

- Experience facilitating large and small group professional development
- Credibility across a range of stakeholder groups
- Willingness to be a part of an ongoing program development team
- Poise in front of educator groups
- Predisposition to use inclusive language and explore issues from multiple perspectives
- Ability to receive and build upon feedback of practice
- Strong facilitative skills – taps into strengths of group

Interpersonal Skills:

- Strong, active listening skills
- Passion for mentoring and induction work
- Strong interpersonal skills



- Willingness to examine and reflect on own practice
- Commitment to work well in teams
- Ability to understand multiple perspectives

Teacher Induction Program Readiness Criteria: District and State or Coordinating Partnership

District Program Criteria

Program Administration

- Designated Program leader(s) has knowledge of and experience with leading and implementing an induction program and dedicated time to lead the program.
- Designated program leader(s) actively participate in Local Teacher Induction Network, including annual program goal setting process.
- Collect data and conduct annual program assessment.
- Provide support to principals and mentors to work in partnership to improve beginning teacher practice.
- Supports Local Presenters and ensure they meet initial and ongoing requirements to present NTC professional development.
- Use NTC materials, including FAS tools and mentor materials

Mentor Selection, Roles and Responsibilities

- When possible, mentors are carefully selected by program leadership, possibly in collaboration with NTC and district leadership.
- Defined expectations for mentors including meeting weekly with beginning teachers and engaging in formative assessment processes.
- Mentors utilize NTC's formative assessment system that involves ongoing inquiry cycles and processes such as classroom observations, analysis of student work, and interpreting data to plan for differentiated instruction.
- Mentors receive a series of NTC professional development sessions.
- Time is allocated for mentors meet with and observe beginning teachers.
- Mentors meet in ongoing mentor learning community session.

Local Presenter Expectations

- Mentor professional development is provided by presenters who:
 - o attend appropriate Presenter's Academies in person and online sessions
 - o attend or view NTC Presenter Collaborative sessions
 - o if applicable, participate in presenter coaching during site visits

Annual site visits required when NTC is co-presenting fewer than three days in a year.

Annual site visit may be conducted by NTC Lead, or other Sr. NTC staff based on program needs.

Any exceptions to program criteria must be approved by a Sr. Vice President.

State or Coordinating Partnership Criteria

State level agencies or coordinating partnerships can enter into a Building Capacity and/or Sustaining Membership agreement for the delivery of mentor professional development based on the following program readiness guidelines:

Program Administration

State or Coordinating Agency:

- Designates a program leader(s) who has knowledge of and experience with leading and implementing an induction program and serves as the primary contact with NTC for partnership and services.
- Collects data and conducts annual program assessment.
- Provides services to local programs that meet the expectations listed below.

Program Services

State or Coordinating Agency:

- Consults with NTC to support agency leadership and program implementation
- Regularly convenes network of local program leaders
- Provides consultation to local districts on program implementation.
- Offers opportunities for regular engagement of district administration and site administration to create conditions that support and accelerate beginning teacher practice.
- Supports Local Presenters (approved to present NTC professional development) and ensures that they meet initial and ongoing requirements to present NTC professional development.
- If Local Presenters are not employees of the state or coordinating agency, establishes agreements with the Local Presenters' employer(s) to allow Local Presenters to present professional development for the state or coordinating agency.
- Offers a series of mentor professional development and mentor forums.

Local Presenters

State or Coordinating Agency:

- Commits to and allocates resources that support local presenter attendance at appropriate NTC Presenter Academies, in person and online
- Supports local presenter participation in NTC Presenter Collaborative sessions and, if applicable, presenter coaching during annual site visits.

LOCAL INDUCTION PROGRAMS:

Program Administration

Local education agency (LEA):

- Designates a program leader with knowledge of and experience with leading and implementing an induction program.
- Actively supports engagement with district and site administration (locally or via participation at state level events)
- Commits to and supports program/district leadership participation in state induction network.
- Uses NTC materials including FAS tools and mentor materials

Mentor Selection, Roles and Responsibilities

Local education agency (LEA):

- Carefully selects mentors, possibly in collaboration with NTC and/or coordinating agency leadership.
- Defines clear expectations for mentors including meeting weekly with beginning teachers and engaging in formative assessment processes.
- Commits to and supports mentors in utilizing NTC beginning teacher formative assessment system that involves ongoing inquiry cycles and processes such as classroom observations, analysis of student work, and interpreting data to plan for differentiated instruction.
- Allocates sufficient time for mentor-beginning teacher interactions and for mentors to observe beginning teachers.
- Mentors attend a series of professional development provided by the state or convening agency.
- Convenes mentors in ongoing mentor learning community or has mentors attend state or coordinating agency mentor learning community sessions.

Annual site visits required when NTC is co-presenting fewer than three days in a year.

Annual site visit may be conducted by NTC Lead, or other Sr. NTC staff based on program needs.

Any exceptions to program criteria must be approved by a Sr. Vice President.



ATTACHMENT B

June 1, 2016

New Teacher Center is pleased to present the following proposal to Broward County Public Schools for the 2016-2017 school year for Teacher Induction, Instructional Coaching and School Leadership. The pricing in this proposal is valid for 30 days.

Why Partner with NTC?

NTC has over 17 years of research and practice supporting the needs of new teachers, district leaders and instructional supports. We are the only induction and mentoring/coaching program to have shown statistically significant impact on student achievement.

Audience	Proposed Services	Estimated Cost
District and Program Leadership	<ul style="list-style-type: none"> • NTC staff will collaborate with program leadership to define goals and deliverables. NTC and the program lead will work together to schedule the in-person and virtual activities that may include: developing and monitoring program goals, engaging in in-field coaching sessions with program leaders to support the development of mentors/coaches, and consulting with the program leader around the overall implementation of the program. NTC staff will collaborate with district leadership for 35 days. • NTC staff will provide on-site, face-to-face consultation services to assist program leadership and other stakeholders as needed in planning and designing a School Leadership Development program that will enable new and experienced principals to serve as effective instructional leaders and create thriving school cultures that serve the needs of all students. NTC staff will collaborate with district leadership for 16 days. • Bi-Annual Executive Partnership Review • 8 participants attend Year 2 Presenter Academy • Package B Custom Induction Survey 	\$147,000
Partial-release or School-based Mentors	<ul style="list-style-type: none"> • Professional Learning Series for Teacher Induction: Seven co-presented 2-day sessions for up to 60 mentors in each session • Six data forums for ongoing community of practice using new tools • NTC Formative Assessment and Support system, protocols and tools to support mentoring 	\$96,000
Beginning Teachers	NTC Formative Assessment and Support system includes tools that focus on growth in instructional practice.	Included
Instructional Coaches	<ul style="list-style-type: none"> • Professional Learning Series for Instructional Coaches: Eighteen co-presented 2-day sessions for up to 60 coaches in each session • NTC Formative Assessment and Support system, protocols and tools to support coaching 	\$180,000
Teachers	NTC Formative Assessment and Support system Includes tools that focus on growth in instructional practice.	Included
School	• The Role of School Leaders in New Teacher Success, 1 co-presented	\$46,000

Leaders	session for up to 60 participants • Coaching Leaders to Attain Student Success, 1 session for up to 60 participants • Five forums for ongoing community of practice	
Online Licenses	• 200 licenses for Talent video observation platform at preferred customer rate	\$20,000
	Services Total	\$489,000
	Total Estimated Costs*	\$489,000

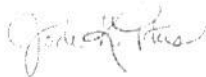
* If the session requires print materials and/or one online tool program these items for the participants are included in this proposal. Printing of participant packets is not included and is the responsibility of the program.

*** Program is responsible for travel costs to attend Networks, Presenter Academy and/or Symposium.

About New Teacher Center

The New Teacher Center was founded in 1998 within the Department of Education at the University of California Santa Cruz. Since 2009, NTC has been an independent nonprofit organization with impact spanning districts across the United States. Today, NTC works to improve student learning by accelerating the effectiveness of new teachers and school leaders. In 2015 alone, with nearly 200 employees, NTC has reached 31,642 teachers, 8,542 mentors/coaches, and 2,233,914 students.

Sincerely,



Jodi K. Peters
 Regional Business Development Director, South
 989-573-2002
 jlpeters@newteachercenter.org

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