

# PROFESSIONAL DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, 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, prepare principals for mentoring 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 teacher and new principal practice through job-embedded coaching by well-trained and supported coaches as an extension of aligned high-quality induction programs.

WHEREAS, the educational services and materials provided are exempt from bidding in accordance with Rule 6A-1.012, 11, (b), Florida Administrative Code and SBBC Policy 3320, Part II, H

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 upon execution by all parties and conclude on June 30, 2018.

2.02 **Description of Services.** Professional services related to professional development, as set forth more fully in the agreed (attached) Scope of Work which is labeled as **Exhibit A** (hereinafter referred to as “Scope of Work”) 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 satisfactorily performed by NTC to the satisfaction of SBBC. SBBC is exempt from taxes.

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. Specific terms for SBBC use of materials is detailed in **Exhibit B** (hereinafter referred to as “Materials Use Terms”).

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 including but not limited to Chapter 119, Florida Statutes.

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 in the web-based platform Learning Zone, which tracks Instructional Coach Tool Usage and time giving support to teachers, 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 SBBC 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.

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. Exhibit A (including Addenda A, B, and C thereto)
- C. Exhibit 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: Robert W. Runcie  
Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Angela Brown  
Director, Department of Coaching and Induction  
The School Board of Broward County, Florida  
3531 Davie Road  
Davie, Florida 33314

To NTC: Stephen Dalla Betta, Chief Operating Officer  
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 **Insurance Requirements:** Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

(a) **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** Limits not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

(h) Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

### **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.

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.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [REQUEL.BELL@BROWARDSCHOOLS.COM](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

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, state and local laws, SBBC policies, 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 exclusively 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 A and B 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 affect 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

By \_\_\_\_\_

Abby M. Freedman, Chair

ATTEST:

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com  
Reason: New Teacher Center Corporation  
- Professional Development  
Date: 2017.07.19 13:00:36 -04'00'

Office of the General Counsel



CORPORATION,  
ATTEST:

**FOR NTC**

NEW TEACHER CENTER

By 

\_\_\_\_\_, Secretary

-or-  
Witness 

Witness \_\_\_\_\_

**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 CLARA

The foregoing instrument was acknowledged before me this 19 day of JULY, 2017 by PHILLIP G. LEE of

NEW TEACHER CENTER Name of Person  
\_\_\_\_\_, on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced DRIVER'S LICENSE as  
identification and did/did not first take an oath. Type of Identification

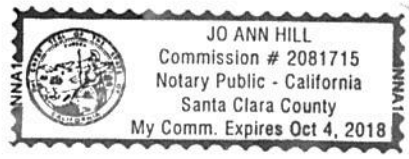
My Commission Expires: OCT 4, 2018

  
Signature - Notary Public

JO ANN HILL  
Printed Name of Notary

2081715  
Notary's Commission No.

(SEAL)



**Exhibit A**

**Scope of Work (SOW)**

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

<b>District and Program Leader Services</b>	<b>Cost of Services</b>
<p><b>1) Program Implementation and Leader Support Instructional Coaching (PILD)</b></p> <p>This scope of work includes 13 days of in person and virtual meetings for NTC staff to engage with Broward County 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.</p> <ul style="list-style-type: none"> <li>a) 10 In Field coaching visits – Master Coaches</li> <li>b) 3 Consultation days, in person or virtual – Master Coaches</li> <li>c) Deliverables based on the program goals may include plans for: <ul style="list-style-type: none"> <li>• Program implementation and sustainability</li> <li>• Ongoing community of practice: coach forums and other structures</li> <li>• Program leader support of coach development</li> </ul> </li> <li>d) Formative Assessment System <ul style="list-style-type: none"> <li>• Data collection, expectations, and review</li> <li>• Stakeholder communication</li> <li>• Capacity building</li> </ul> </li> </ul> <p>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 coaches, and consulting with the program leader around the overall management of the program. Also included in the PILD services are print materials and 1 Talent video platform account to support in-field coaching of program leaders by NTC staff.</p>	<p>\$28,600</p>
<p><b>2) Program Implementation and Leader Support School Leadership</b></p> <p>NTC staff will collaborate for 10 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.</p> <ul style="list-style-type: none"> <li>a) 5 Coaching visits</li> <li>b) 5 Consultation days, in person or virtual</li> </ul>	<p>\$30,000</p>

<p><b>3) Professional Development for Instructional Coaches</b></p> <p><b>a) Cohort Pathway Year 1 Co-presented Professional Development Sessions</b></p> <ul style="list-style-type: none"> <li>• A New Teacher Center staff member will co-present with the Local Presenters the following instructional coach professional development for up to 60 participants per session listed below. <ul style="list-style-type: none"> <li>➢ IC #1: Coaching for Individual and Team Development (6 sessions)</li> <li>➢ IC #4: Supporting Effective Instruction (6 sessions)</li> </ul> </li> <li>• 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.</li> <li>• The Local Presenter(s) have been selected in collaboration with NTC staff, based upon the criteria listed in the Presenter Selection Criteria addendum.</li> </ul> <p><b>b) Professional Development Materials</b></p> <ul style="list-style-type: none"> <li>• The required materials for participants including coach materials and tools for teachers are included in the Sustaining Membership listed above.</li> </ul> <p><b>c) Master Coach Forums</b></p> <ul style="list-style-type: none"> <li>• NTC staff will deliver two 3-hour Master Coach Forums in consultation with the Program Leader.</li> <li>• Forums are a professional learning community for the mentors/coaches.</li> </ul>	<p>a) \$120,000</p> <p>b) \$7,000</p>
<p><b>4) Professional Development for School Leaders and Leadership Coaches</b></p> <p><b>a) Professional Development Support</b></p> <p>NTC staff will support Program leadership with the following professional development for up to 3 days of support:</p> <p><b>Coaching Leaders to Attain Student Success (CLASS)</b></p> <p><b>b) Leadership Coach Forums</b></p> <ul style="list-style-type: none"> <li>• NTC staff will deliver ten 3-hour Induction Leadership Coach Forums or in-field coaching visits in consultation with Program Leadership.</li> <li>• Forums are a professional learning community for the mentors/coaches.</li> </ul>	<p>a) \$16,800</p> <p>b) \$40,000</p>
<p><b>5) Online Licenses</b></p> <p><b>a) Professional Development Materials</b></p> <ul style="list-style-type: none"> <li>• This agreement includes one online program tool set.</li> <li>• This agreement includes 225 licenses for online tools for partial release mentors and teachers.</li> <li>• The system requires all users to accept terms of use the first time they log in.</li> </ul>	<p>\$750</p>



## Summary of Fees

<b>Product/Service</b>	<b>Total Cost</b>
1. District and Program Leader Services	\$28,600
2. Program Implementation & Leader Support Instructional Coaching	\$30,000
3. Professional Development for Instructional Coaches	\$127,000
4. Professional Development for School Leaders and Leadership Coaches	\$56,800
5. Online Licenses	\$750
<b>Services Total</b>	<b>\$243,150</b>

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. 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.

## Contacts and Questions

Mimi Appel will serve as the NTC's primary point of contact for the implementation of this agreement. Please contact Mimi at 231-633-5601 or [mappel@newteachercenter.org](mailto: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](mailto:sscott@newteachercenter.org).

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

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

## **Addendum A**

### **Teacher Induction Program Readiness Criteria**

#### **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 consulting 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 when NTC is consulting 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.*

## Addendum B

### 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

## Addendum C

### 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

## Exhibit B Materials Use Terms

### Introduction

New Teacher Center (“NTC”) mentoring and professional development methodologies and materials, and NTC’s logos and other trademarks, are proprietary to NTC. NTC licenses them to clients in connection with ongoing work with such clients in developing and implementing induction and other programs. As such, clients’ use of such materials and marks is limited and targeted to such programs and activities as set out below.

### A client may:

- use, copy, and distribute participant packets as needed to employees for internal professional development
- modify NTC materials to resequence content or abbreviate curriculum as appropriate
- incorporate selected items within locally designed professional development curricular materials, so long as such materials meet the scope of this agreement and provide attribution to NTC in the form specified by NTC or otherwise provide prominent attribution to NTC
- use the NTC trademark, in the form provided, on client website and in internal program materials so long as use is clear and legible

### A client may not:

- transfer its license to use, copy and distribute NTC materials
- use or disseminate (online or in print) NTC materials for any purpose other than professional development for client employees
- independently present the materials in a module, academy, workshop or similar training environment beyond the scope of work or for commercial purposes
- open up workshops to or use NTC materials in professional development sessions outside the client or otherwise provide copies to anyone outside
- make any derivative works of or otherwise modify NTC materials except as specially described previously
- obscure or remove any copyright, trademark, or other proprietary-rights notices on NTC materials
- share any tool, content, or other material from the Learning Zone with other persons in any format
- upload, embed, post, transmit or otherwise make available any material that infringes any intellectual property rights, violates any laws relating to student data and privacy, or take any other action inconsistent with NTC’s online terms of use.

*This is a summary of the agreements relating to ownership and use of NTC materials. The complete statement of those agreements is contained in the service agreement and in the terms of the websites through which clients and their employees access materials. The agreement with NTC requires client staff to follow these terms when using NTC mark and materials; non-compliance may result in loss of use rights.*