

PROFESSIONAL DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, 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; and

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, 2019.

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 **Addendum 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 **Attachment A**. 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 **SBBC Disclosure of Education Records.** Although no student records shall be disclosed pursuant to this Agreement, should NTC come into contact with educational records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.05 **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, confine and protect NTC's rights to all intellectual property rights relating to the Materials. Specific terms for SBBC use of materials is detailed in **Attachment B** (hereinafter referred to as "Materials Use Terms").

2.06 **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 the 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 propriety-rights notices and shall reproduce all such notices on any authorized copies of Materials.

2.07 Inspection of NTC 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 applicable 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 the applicable business records of NTC directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **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.

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

(c) **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.

(d) **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 SBBC's denial of some or all of any NTC's claims for payment.

(e) **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 unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, 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 Payees' costs from amounts payable by SBBC to NTC pursuant to this Agreement and such excluded costs shall become the liability of NTC.

(g) 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

2.08 **Trademarks.** The Services or Materials may include NTC's trademarks, trade names, logos and other propriety 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 websites. Any display of the NTC Marks is subject to the NTC's trademark usage guidelines attached as **Attachment C**.

2.09 **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:	Angela Brown Director, Department of Coaching and Induction The School Board of Broward County, Florida 3531 Davie Road Davie, Florida 33314
To NTC:	Chiara Grabill Garonzik, Chief Strategy Officer New Teacher Center Corporation 110 Cooper Street, Suite 500 Santa Cruz, CA 95060
With a Copy to:	Laura Baker, Vice President, Program Strategy & Implementation New Teacher Center Corporation

2.10 **Background Screening.** NTC shall 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.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. NTC shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, NTC shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. NTC shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if NTC does not transfer the public records to SBBC. Upon completion of the Agreement, NTC shall transfer, at no cost, to SBBC all public records in possession of NTC or keep and maintain public records required by SBBC to perform the services required under the Agreement. If NTC transfers all public records to SBBC upon completion of the Agreement, NTC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NTC keeps and maintains public records upon completion of the Agreement, NTC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

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, RECORDREQUESTS@BROWARDSCHOOLS.COM RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **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.

2.13 **Insurance Requirements.** NTC shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** NTC shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** NTC shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** NTC shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** NTC shall maintain Owned, Non-Owned and Hired Auto Liability insurance 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 required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by NTC to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit NTC to remedy any deficiencies. NTC must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms 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.** NTC is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.14 **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.

2.15 **Incorporation by Reference.** Attachments A, B, and C attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

2.16 **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.

2.17 **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.

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 Agreement.

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 **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.

3.05 **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. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. 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 **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.

3.07 **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.

3.08 **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **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.

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

3.11 **Assignment.** Neither this Agreement nor 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.

3.12 **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.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **Agreement 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.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **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 _____
Heather P. Brinkworth , Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams,
Esq. - kathelyn.jacques-
adams@gbrowardschools.com
Reason: New Teacher Center Corporation
Date: 2018.11.26 14:59:03 -05'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR NTC:

(Corporate Seal)

NEW TEACHER CENTER CORPORATION

By Chiara Gronzik

ATTEST:

_____, Secretary

-or-

Virgin Chotia
Witness

Kala Haines
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 CRUZ

The foregoing instrument was acknowledged before me this 6 day of DECEMBER, 2018 by CHIARA GRONZIK of NEW TEACHER CENTER, on behalf of the corporation/agency.

He/She is personally known to me or produced CA-DL as identification and did/did not first take an oath. Type of Identification

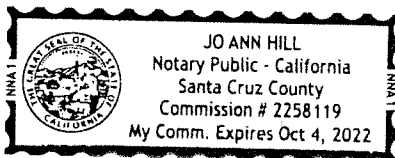
My Commission Expires:

JoAnn Hill
Signature - Notary Public

JOANN HILL
Printed Name of Notary

2258119
Notary's Commission No.

(SEAL)



Attachment A

Scope of Work (SOW)

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

District and Program Leader Services	Cost of Services
<p>1) Program Implementation and Leader Support NTC staff will continue to 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 one (1) day (End- of Year Leadership Team).</p> <p>Symposium registration for 5 people (travel not included and will not be billed)</p>	<p>5 Registrations @ \$850 = \$4,250.00</p>
<p>2) Presenter Professional Development</p> <p>Presenter Essentials and Presenter Institute In order to be granted permission to present NTC curriculum, the client's new Local Presenters are required to attend a 2 day new presenter session focused on building presenting skills and then a 3 day Presenter's Institute. Presenter's Institute will be a deep dive into the new curriculum and tool concepts and content and how to modify current professional development to maximize the benefits of the new instruction focus.</p> <p>Registration for 5 people (travel not included and will not be billed)</p>	<p>5 Registration @ \$3,500 = \$17,500</p>
<p>3) Professional Development for School Leaders and Leadership Coaches Sustaining Membership For the 2018/2019 school year, within the guidelines of NTC Program Readiness Criteria, Addendum, New Teacher Center herewith grants permission to School Board of Broward County (SBBC) and the Local Presenters to conduct NTC-copyrighted professional development listed in the Authorized Curriculum for the contract duration for up to the participant's numbers listed below. The local presenters have been approved in collaboration with NTC staff, based upon the criteria listed in the Presenter Selection Criteria Addendum.</p> <p>(a) Authorized Curriculum Coaching Leaders to Attain Student Success (CLASS). Up to 60 participants.</p>	<p>CLASS Sustaining Membership = \$5,000</p>

<p>4) Year 1 and Year 2 Mentor Professional Development Sustaining Membership</p> <p>For the 2018/2019 school year, within the guidelines of NTC Program Readiness Criteria, Addendum, New Teacher Center herewith grants permission to School Board of Broward County (SBBC) and the Local Presenters to conduct NTC-copyrighted mentor professional development listed in the Authorized Curriculum for the contract duration for up to the participants numbers listed below. The local presenters have been approved in collaboration with NTC staff, based upon the criteria listed in the Presenter Selection Criteria Addendum.</p> <p>(a) Authorized Curriculum Instructional Coaching (IC) 1-4. Up to 30 Participants Instructional Coaching (IC) 5-8. 101-150 Participants</p> <p>(b) Presenter Collaborative The NPLN membership 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, one by December 2018 and one by June 2019.</p> <p>(c) Online Tools and Materials This agreement includes Learning Zone licenses for up to 250 program leaders, mentors/coaches and the teachers they support as well as electronic field guides for enrolled participants. The online tool system includes a perception survey for teachers, access to help resources, and one 30-60 minute webinar orientation for new programs. The system requires all users to accept terms of use the first time the log in.</p> <p>(d) Professional Development Materials NTC will provide SBBC with one master set of all digital resources materials necessary to conduct the professional development curriculum listed above. These materials include:</p> <ul style="list-style-type: none"> • Presenters' Guides • Masters of Participants' Manuals • Videos needed to conduct professional development • Presenters' Notes • Materials Lists • Masters of Supplementary Materials • NTC cover stock for participant packets <p>The Basic Materials for the sessions are listed on the Professional Development Materials Attachment B. SBBC Department of Coaching and Induction will be responsible for duplicating participant materials.</p>	<p>Year 1 Sustaining Membership</p> <p>\$11, 500.00</p> <p>Year 2 Sustaining Membership</p> <p>\$36, 000.00</p> <p>* Year 2 License is discounted when Year 1 is purchased</p> <p>\$47,500.00</p>
<p>5) Additional Learning Zone Licenses Up to 900 additional licenses for online tools for mentors/coaches that have already been through professional development and their teachers. The system requires all users to accept terms of use the first time they log in.</p>	<p>\$3,300</p>

Summary of Fees

Product/Service	Total Cost
1. Program Implementation and Leader Support	\$4,250.00
2. Presenter Professional Development	\$17,500.00
3. Professional Development for School Leaders and Leadership Coaches Sustaining Membership (CLASS)	\$5,000 .00
4. Year 1 and Year 2 Mentor Professional Development Sustaining Membership	\$47,500.00
5. Additional Learning Zone Licenses	\$3,300.00
Services Total	\$77,550.00

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.

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Addendum

Local Presenter Selection Criteria

Presenters are selected in consultation with 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

Year 2 Mentor Professional Development

Mentor Academies 5-8 or Professional Learning Series 5-8

- 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

Attachment 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 re-sequence 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.

Professional Development Materials List

Please provide the following Basic 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

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:
 - attend appropriate Presenter's Academies in person and online sessions
 - attend or view NTC Presenter Collaborative sessions
 - 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.

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Attachment C

New Teacher Center Trademark Usage Guidelines

New Teacher Center (NTC) requests that its co-branding partners adhere to these trademark usage guidelines. This document governs any communications regarding NTC's services, including, but not limited to, conferences, presentations, reports, events, campaigns, or websites. NTC requests prepublication review and approval of any communications that reference NTC or use its logo. This document supplements but does not replace any written agreements NTC has with its co-branding partners.

Organization Name:

NTC should be referred to as "New Teacher Center" or "NTC".

About New Teacher Center:

If a partner needs to supply information about NTC in written form, please use the entire paragraph below to describe our organization and work:

New Teacher Center (NTC) is a national non-profit organization dedicated to improving student learning by guiding a new generation of educators. Founded by teachers in 1998, NTC works in conjunction with school districts, state policymakers and educators across the country to increase the effectiveness of teachers and school leaders at all levels. These programs are built upon research-based principles for teacher onboarding, mentoring and ongoing coaching, and are proven to accelerate teacher effectiveness, reduce teacher churn and improve student achievement. NTC has made it their mission to overcome challenges students and teachers face by providing all educators with the support and resources necessary to succeed from their first day to their last. NTC now supports over 8,500 mentors and coaches and 31,600 teachers, and is improving the learning of over 2.2 million students across the country. For more information, please visit: <http://www.newteachercenter.org/>.

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Logo:

Please refer to the second page of this document for logo use guidelines. For any joint partnership in which NTC is an equal participant, there should be an equal balance between the co-branded logos. The full color NTC logo should be used when appropriate. For additional logo files, please contact Tracy Kremer, Director of Communications, whose information is given below.

The story behind NTC's new logo:

New Teacher Center's new logo represents the notion of community and standing together. It uses organic and artistic brush strokes to convey a group of people standing together and reflecting. The gradation in color represents the role and importance of diversity in NTC's work and the education community at large. The logo captures the humanistic side of our work and is a nod to the impact that our work has on individuals, and the exponential impact we have throughout a community. There's a key person in the forefront that is affecting the larger group behind them. The metaphor reinforces the fact that, when a new teacher joins a district partnered with NTC, she benefits from the invaluable mentorship or coaching of an accomplished peer – from her first day to her last. She is guided and galvanized by instructional leaders who understand how to create thriving school cultures. And, like NTC, she has an exponential impact on the community around her.

Permissions and additional resources:

Please contact Lauren Empson, Director, Editorial and Communications with an overview of the co-branding partnership for additional resources and approval of the New Teacher Center logo and affiliations.

Lauren Empson
Director, Editorial and Communications
New Teacher Center
lempson@newteachercenter.org
Phone: 908.347.2324

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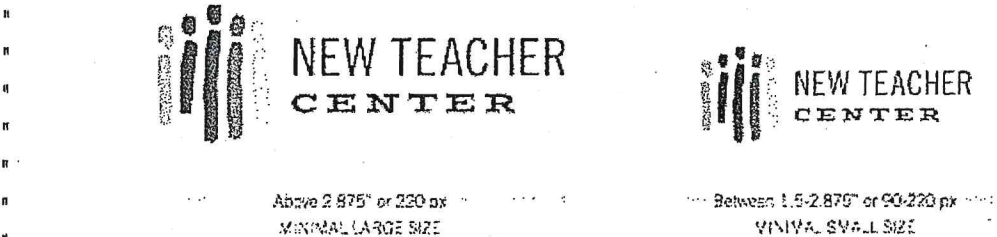
New Teacher Center Logo Guidelines

This information has been designed and presented in order to ensure that the New Teacher Center brand is represented correctly and consistently. Please be careful to follow these guidelines to ensure consistency across all mediums. All logos have been provided at the minimum size. Please do not scale down the logo assets. To make sure our logo appears as consistently as possible throughout our communications and to preserve its integrity, please refrain from altering the logo artwork.

The vertical logo is the primary logo and should be considered first. The large Q scale vertical logo must be used for widths above 2". The minimum size for digital applications is 120 pixels wide. The small Q scale vertical logos must be used for widths between 1" and 2". For digital applications the logo must be between 60 and 120 pixels wide.



The vertical logo is the primary logo and should be considered first. If the artwork does not allow room for the vertical logo, the horizontal may be used in its place. The large scale horizontal logo must be used for widths above 2.875". The minimum size for digital applications is 220 pixels wide. The small Q scale horizontal logo must be used for widths between 1.5" and 2.875". For digital applications the logo must be between 90 and 220 pixels wide.



In order to preserve the integrity of the NTC logo it is important that no other logos, type or other graphic elements infringe on its space. All logos must have at least the height and width of the letter "e" from the logo to determine the clear space on all four sides of the logo. This area of separation is a minimum and should be increased whenever possible. The logo should always be placed in a prominent position, so it appears clear and distinct.

