



NEW TEACHER CENTER SERVICES AGREEMENT

This is a Services Agreement ("Agreement") dated as of May 5, 2020 ("Effective Date") between New Teacher Center ("NTC"), a California nonprofit corporation, and San Mateo-Foster City School District ("Client"), located at 1170 Chess Drive, Foster City, CA 94404

Background

NTC is a national nonprofit organization dedicated to improving student learning by accelerating the effectiveness of new teachers, experienced teachers, and school leaders. NTC works with school districts, state policymakers, and educators across the country to develop and implement teacher induction, instructional coaching, school leadership, and other programs aligned with district goals. The proprietary methodologies and materials used and shared by NTC in working with its clients reflect years of research and development. Client wishes to obtain services and materials from NTC on the basis set out in this Agreement.

1. Services and Fees

1.1 Services

NTC shall provide Client with the Services as identified in Exhibit A ("Statement of Work").

1.2 Service Additions and Modifications

Service additions under \$10,000 require a revised purchase order from the Client. Service additions of \$10,000 or more require a signed change order. Service modifications not increasing the total payments to NTC require emailed or faxed confirmation from the client for Services under \$10,000; a revised purchase order for Services between \$10,000 and \$24,999; and a signed change order for Services \$25,000 or greater. Any additional or modified Services agreed to by the parties will be governed by the terms of this Agreement. Client is solely responsible for ensuring compliance with any procurement requirements that differ from those stated above, and Client shall not be excused from paying NTC for Services if Client fails to timely communicate its requirements to NTC.

1.3 Fees and Payment

Client shall pay to NTC the fees set forth in Exhibit A. Such fees may not include taxes, duties, or the cost of additional insurance coverage or waivers NTC purchases to comply with Client's insurance requirements. Client is responsible for any taxes, duties, and the cost of additional insurance coverage or waivers.

Payment is due for each invoice on receipt. Client may pay up to \$5,000 in respect of an invoice by credit card; client must pay the balance of the invoice by check, wire, electronic funds transfer (EFT) or other electronic means. If applicable, sales tax will be included on the Invoice unless a Tax Exemption Certificate is sent to NTC.

1.4 Term

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for the period specified in Exhibit A, unless earlier terminated in accordance with the terms and conditions of this Agreement. Thereafter, the parties may mutually agree in writing to renew this Agreement for additional terms as agreed upon by both parties.

2. Ownership

2.1 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 this 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 Client acquires any rights, title or interest in the intellectual property rights relating to the Materials or NTC Marks (defined below), Client (i) irrevocably assigns to NTC all rights, title, and interest worldwide in such intellectual property rights; (ii) grants to NTC an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in intellectual property that cannot be assigned to NTC, and (iii) waives enforcement against NTC of any rights in the intellectual property that cannot be assigned or licensed to NTC. Client will 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 and NTC Marks.

2.2 Other Organizations

Client acknowledges that NTC provides 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.

2.3 License Grant for Training Contracts

Client 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 Client a non-transferable, non-exclusive license to use, copy and distribute Materials to its employees only and only for Client's internal training purposes during the term of this Agreement. For clarity, Client 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 attribution to NTC; (ii) use the Materials for commercial purposes; or (iii) act in respect of Materials in a manner inconsistent with any use terms set out in Exhibit A or in the terms of use for websites through which NTC may make Materials available. If NTC reasonably objects to any proposed or actual use of NTC-branded Materials by Client, Client will remove any and all NTC marks and references to NTC from the Materials within ten (10) days after receipt of written notice from NTC. Other than as expressly set forth in this Agreement, no license or other rights in such intellectual property are granted to Client. Client shall not obscure or remove any copyright, trademark or other proprietary-rights notices and shall reproduce all such notices on any copies of Materials.

2.4 Trademarks

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

3. Confidential Information

3.1 Non-Disclosure of Confidential Information

Neither NTC nor Client shall disclose to any third party any confidential or proprietary information, including without limitation personally identifiable 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 marks as confidential or which should reasonably be considered as confidential ("Confidential Information"), for any purpose other than performance of the Services or as otherwise described in this Agreement, without first having obtained the prior written consent of the other party. Both parties shall take reasonable measures to protect the confidentiality of Confidential Information and to avoid the unauthorized use and disclosure of the Confidential Information of the other party. For clarity, Client's name and general information about the scope of Services provided hereunder are not considered Confidential Information.

3.2 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; (v) it has been independently developed by a party without access to the Confidential Information of the other party or (vi) it is in an anonymized and/or aggregate form and could not reasonably be used to identify an individual.

4. Data Usage and Disclosure

4.1 Data Usage and Disclosure

Client grants NTC a perpetual, irrevocable, world-wide, non-exclusive, sub-licensable, royalty-free, fully paid up, transferable license to reproduce, create derivative works of, and otherwise use, modify, and exploit information and data collected by NTC as part of providing the Services to Client ("NTC Data") for the purposes of facilitating, providing, improving, and evaluating any aspect of any programs or services NTC provides, without compensation to Client. 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.

4.2 Reports and Communications

NTC is permitted to analyze NTC Data and generate and distribute reports and materials to Client containing NTC Data collected as part of providing the Services to Client. 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 Client 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.

5. Disclaimers

5.1 No Warranties

THE MATERIALS AND SERVICES ARE PROVIDED TO CLIENT 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, SPECIFICATIONS, 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.

5.2 Limitation of Liability

UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE SHALL NTC OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF NTC OR NTC'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF NTC TO ANY PERSON ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, INCLUDING BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT THEORY, EXCEED THE TOTAL AMOUNTS PAID TO NTC PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY.

6. Insurance

NTC will maintain insurance in accordance with the following amounts: Commercial General Liability: \$1,000,000 per occurrence \$2,000,000 limit in the aggregate; Commercial Automobile Liability: \$1,000,000 combined single limit per accident; and Worker's Compensation: Coverage in place as per legal requirements in employee's state of employment.

7. Indemnification

Client will defend, indemnify, and hold NTC and NTC's directors, officers, employees, agents, and assigns harmless against all third party claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and expenses, resulting from (i) Client's performance of activities under or breach of this Agreement; (ii) Client's negligence or willful misconduct; or (iii) any claims against NTC by Client employees, subcontractors, students, or parents. Client will have no obligation to indemnify NTC to the extent the liability is caused by NTC's gross negligence or willful misconduct.

8. Termination

8.1 Termination

Either party may terminate this Agreement: (i) without cause upon thirty (30) days prior written notice in advance of a scheduled service date; (ii) prior to its expiration and upon ten (10) days prior written notice if a party breaches any material term (including any payment terms) of this Agreement and the breaching party has not cured the breach within such ten (10) day period; (iii) immediately if a party is the subject of a liquidation or insolvency, or the filing of bankruptcy, or similar proceeding(s).

8.2 Accrued Obligations

Expiration or termination of this Agreement for any reason shall not release either party hereto from any obligation or liability which, at the time of such expiration or termination, has already accrued to the other party or which is attributable to a period prior to such expiration or termination, including without limitation all payment obligations incurred prior to the effective date of such termination or expiration, nor preclude either party from pursuing all rights or remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.

8.3 Survival

Sections 2 (Ownership), 3 (Confidential Information), 4 (Data Usage and Disclosure), 5 (Disclaimers), 8.2 (Accrued Obligations), and 9 (Miscellaneous) shall survive termination or expiration of this Agreement.

9. Miscellaneous

9.1 Notice

Any notice, approval, consent, acceptance, request, bill, demand, or statement hereunder from either party to the other shall be in writing and shall be deemed given when deposited with the United States Postal Service in a postage pre-paid envelope sent regular mail or delivered by hand from one party to the other with an appropriate receipt obtained, addressed as follows:

To: New Teacher Center
1205 Pacific Avenue, Suite 301
Santa Cruz, CA 95060
ATTN: Legal Department

To: San Mateo-Foster City School District
1170 Chess Drive
Foster City, CA 94404
ATTN: Legal Department

9.2 Modifications, Amendments and Waivers

This Agreement may not be modified or amended, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized employees of both of the parties hereto. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

9.3 Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part for any reason, each party agrees that such provision shall be enforced to the maximum extent permissible so as to give the fullest effect to the intention of the parties when executing this Agreement, while complying with applicable laws or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Agreement.

9.4 Assignment

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereunder. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party to (a) one or more of its wholly owned Subsidiaries or Affiliates, or (b) an entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, consolidation, reorganization, acquisition, sale, or otherwise. As used in this section, the terms "Subsidiary" and "Affiliate" mean any entity, whether now existing or later formed, owned or controlled by a party to this Agreement.

9.5 Independent Contractor

NTC is an independent contractor. Neither party shall represent itself as the agent or legal representative of the other party for any purpose whatsoever, and shall have no right to create or assume any obligation of any kind, express or implied, for or on behalf of the other party in any way whatsoever. This Agreement will not create or be deemed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership.

9.6 Force Majeure

Neither party hereto shall be responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, laws or governmental regulations or other causes that are beyond the reasonable control of such party. In the event that a force majeure event should obstruct performance of this Agreement for more than thirty (30) calendar days, the parties hereto shall consult with each other to determine whether this Agreement should be modified or terminated.

9.7 Third-Party Beneficiary

Nothing in this Agreement is intended to make any person or entity not a signatory to the Agreement a third-party beneficiary of any right created by the Agreement or by operation of law.

9.8 Governing Law

This Agreement shall be governed by and interpreted in accordance with the law of the State of California without regard to any principles of conflicts of law. The parties agree to submit to the venue and jurisdiction of the City and County of San Francisco or the Northern District of California.

9.9 Headings

Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

9.10 Website Terms of Use

It is understood that delivery of Services may require Client's employees or other users to access websites maintained by NTC. Access and use of such websites is subject to NTC's terms of use. If the Services involve access and use of NTC's Learning Zone platform, by signing this Agreement, Client acknowledges that it has reviewed the terms of use at <https://learningzone.ntcportal.org/portal> and agrees that its users will be subject to such terms. NTC shall bear no liability for the refusal of any users to accept NTC's terms of use.

9.11 Entire Agreement

This Agreement, including Exhibit A ("Statement of Work"), represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Services. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto.

9.12 Counterparts

This agreement may be executed in one or more counterparts each of which shall constitute an original, and all such counterparts shall constitute one and the same agreement.

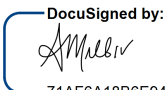
9.13 Signatures

Contract signatures below are considered authorized by the Client and NTC and relied upon to constitute a fully executed contract.

In witness whereof, the parties have executed this Agreement, as of the Effective Date.

NEW TEACHER CENTER

San Mateo-Foster City School District

By: 
 Name: Arthur Mills IV
 Title: Chief operating officer
 Date: 9/8/2020

By: David Chambliss
 Name: David Chambliss
 Title: Assistant Superintendent, Ed Services
 Date: August 28, 2020



Instructional Coaching Proposal
presented to
San Mateo-Foster City School District

Date: February 6, 2020



Overview

Wildly effective instructional coaches know what rigorous, culturally relevant instruction looks, sounds, and feels like and intentionally build teacher capacity to that end. Teachers love working with them because they feel challenged, inspired, and supported. They deeply know the teachers who they support, including their natural strengths, and how they learn best. They leverage varying initiatives to meet the academic needs of the students they serve. NTC proposes to work in collaboration with the San Mateo-Foster City School District (SMFCSD), to build the capacity of 17 instructional coaches over the course of the next four years. **Through the development of skilled and inspiring instructional coaches, we will aim to bolster instructional leadership capacity across the district to empower all students to achieve at the highest levels in the face of seemingly insurmountable challenges.**

This work will meet the following objectives:

- Develop the instructional leadership skills to coach for optimal learning environments in which teachers:
 - create emotionally, intellectually, and physically safe environments
 - implement equitable, culturally responsive, and standards-aligned curriculum and instruction
 - meet the diverse needs of every learner
- Engage in strategic instructional coaching cycles (e.g., Plan/Prepare, Teach/Assess, and Analyze/Reflect) focused on standards, pedagogy, and research to advance teaching practice and student learning of the district-adopted curriculum
- Create and maintain collaborative, professional relationships and skills (e.g., communicate effectively; build effective relationships with stakeholders and colleagues; demonstrate and maintain coach responsibilities, integrity, and ethical conduct) to advance teaching and learning focused on student outcomes with standards-aligned content
- Advance teaching practice through establishing collaborative, professional relationships that: build trust; meet teachers' needs through the use of coaching language and stances; and, provide actionable feedback by modeling active listening

This document contains a proposed scope of work that outlines the key milestones, deliverables, timeline, and budget to provide SMFCSD's instructional coaches over the next four years.

Proposed Scope of Work

A highly skilled coach is key to providing teachers with support, either individually or in learning teams, that will advance their instructional practice. Through NTC's model, participants learn the critical knowledge, skills, and tools to initiate and maintain effective coaching relationships with teachers that result in instructional growth. Coaches practice using multiple data points to assess practice and provide meaningful feedback to teachers. The goal is to support teachers to create and sustain optimal learning environments in which the diverse needs of every learner are addressed with an unwavering attention to equity and continuous academic, social, and emotional growth.

This year, we have started to lay the foundation for a multi-year capacity building effort which is described in the sections below.

Foundational Professional Learning Series (October 2020 - June 2021)

Professional Learning: As a continuation of the professional learning received this year, coaches will participate in **three, face-to-face, professional learning sessions**. Each session is eight hours long and is delivered across two days. The table below describes each session along with objectives.

Session	Objectives
Analyzing Student Learning to Inform Equitable Instruction (IC2)	<ul style="list-style-type: none"> • Reflect upon coaching experiences and evidence that demonstrates your work with teachers • Analyze data to plan standards-based, scaffolded lessons that support a wide range of student needs in an optimal learning environment • Practice self-awareness and perspective-taking in order to mitigate bias when analyzing student learning • Integrate the <i>Analyzing Student Learning</i> process and tool into the coaching cycle as a way to inform planning and instruction
Effective Instructional Coaching Cycles (IC3)	<ul style="list-style-type: none"> • Use tools and protocols associated with an observation cycle to support effective, standards-based instruction • Explore the ways in which optimal learning environments support both teacher and student growth • Create evidence-based feedback to move teacher practice forward • Deepen foundational coaching language skills to support coaching conversations that accelerate teacher practice and student learning
Supporting Effective Instruction (IC4)	<ul style="list-style-type: none"> • Strategically use tools, language, and conceptual frameworks to support teachers through the Teaching and Coaching Formative Assessment Cycle • Use multiple data points to assess growth and deepen teacher practice



- Analyze data to reflect on professional practice and set next steps in sustaining optimal learning environments for teachers
- Construct and deliver strategically crafted feedback

Forums: To support year-long application of the professional learning described above, coaches will also participate in **four half-day forums**--one after each professional learning session (approximately three weeks following the session). Forums support and extend coaches' professional learning and help them sustain their community of practice. Through this experience, coaches may engage in topics such as:

- Analysis of teacher observation and student formative assessment data (including student work) to monitor teacher progress and determine next instructional steps in service to curricular/standards-based mastery
- Practice delivering specific and actionable teacher feedback
- Engage in peer coaching where coaches co-observe a teacher, calibrate on their observations and instructional next steps
- Support professional growth as an instructional leader by participating in a continuous improvement cycle of goal-setting and reflection

Implementation Consultation: Once the program begins, NTC will continue to collaborate with SMFCSD leadership in **six days** of program planning and capacity building efforts that include, but are not limited to:

- Cross-department planning of: program implementation, program expectations and the integration of the model with district priorities and initiatives.
- Data collection and analysis on program quality to monitor progress.
- Opportunity to share best practices emerging from the program, and align the initiative with other district-wide priorities and initiatives.
- Collaborate on school leadership engagement and support efforts.

Advanced Foundational Professional Learning Series (July 2021 - June 2022)

Professional Learning: The following year, NTC proposes to provide coaches with professional learning experiences where they have the opportunity to deepen their coaching skills. The learning offered will include **four, face-to-face, professional learning sessions**. Each session is eight hours long and is delivered across two days. The table below describes each session along with objectives.

Session	Objectives
Coaching to Support Equitable Instruction (IC5)	<ul style="list-style-type: none"> ● Reflect on one's own beliefs and biases and their impact on teaching and learning ● Develop coaches' experience in supporting an optimal learning environment, specifically the role of equity in effective instruction ● Understand how social identities impact perspective and coaching practice ● Practice and analyze multiple coaching scenarios related to recognizing and addressing educational inequities ● Use data to identify entry points and flexibly use strategies, protocols, and tools in response to teachers' needs
Coaching for Every Learner (IC6)	<ul style="list-style-type: none"> ● Develop understanding that providing multiple pathways to learning helps ensure access for every learner ● Apply Universal Design for Learning (UDL) principles within the coaching cycle ● Maintain trusting, professional relationships while allowing for, promoting, and modeling productive struggle ● Identify strategic entry points to coach for student success within an optimal learning environment
Coaching to Support Language Development (IC7)	<ul style="list-style-type: none"> ● Explore the role of language as it relates to equity and the diverse language needs of English Language Learners ● Analyze data and research to understand the impact of language on student achievement and implications for coaching practice ● Recognize the language demands of the Oregon Common Core State Standards to support teachers with planning, scaffolding, and differentiation ● Apply formative assessment tools and processes to meet the needs of English Language Learners
Coaching as Leadership (IC8)	<ul style="list-style-type: none"> ● Determine effective coaching supports for creating optimal learning environments ● Build collective efficacy through collaborative culture ● Develop knowledge and skills that support coach leadership and use of systems thinking to advocate for equitable instruction and optimal learning conditions ● Analyze coach impact and set professional next steps

Forums: To support year-long application of the professional learning described above, coaches will also participate in **four half-day forums**--one after each professional learning session (approximately three weeks following the session).

Implementation Consultation: Once the program begins, NTC will continue to collaborate with SMFCSD leadership in **four days** of program planning and capacity building efforts as described in the previous section.



Building System-Level Capacity (July 2022 - June 2024)

Throughout NTC’s years of experience working with hundreds of school systems we have learned that although our model of capacity building enables our partners to move to a self-sustained program in a few short years, our partners can’t go it alone. In the final years of the partnership, NTC proposes the supports outlined below.

National Program Leader Network (NPLN): NPLN is a networked learning experience for our partners where they engage in a process of continuous learning and development focused on program quality and sustainability. Each year NTC designs the network learning in alignment with the following overarching goals:

- Build collegial relationships within a community of practice
- Provide multiple contexts for sharing and analyzing effective practices and innovations
- Engage programs in continuous program improvement and accountability through a goal setting process that is grounded in the induction / instructional coach program standards
- Provide a framework for collecting and analyzing program data of impact and implementation, and structure opportunities for programs to share and apply effective strategies

As part of NPLN, SMFCSD select small teams (typically up to 3 participants) comprised of key program stakeholders and decision-makers. These teams convene for two days of networking and learning, twice a year (fall and spring). During these network meetings, Program Teams engage in deep and practical conversations about coaching practice, and the program-level practices that support high quality coaching. Teams have the opportunity to collaborate across teams to discuss program quality data, emerging best practices, and pose and being addressing problems of practice. Additionally, each network meeting includes dedicated team time to facilitate Program goal setting and implementation planning.

Lodging and meals are included in the network or membership fee. Program teams are responsible for covering the cost of travel to and from the network. Each year we identify meeting locations for the year based on ease of travel, and share information on meeting dates and location in July/August.

Presenter’s Institute: The Presenter Institute is designed to provide NTC’s partners with the information and practical experience needed to facilitate all trainings and for successful program implementation. After the completion of two full years of professional learning sessions (i.e., IC1-IC8), NTC partners identify 1-2 of their IC Program stakeholders who have fully participated in those sessions to attend three and a half day sessions for experienced presenters and a four-day training for new presenters.

Professional Development: In order to build new cohort capacity in SMFCSD, NTC and SMFCSD will co-present the Foundational and Advanced Professional Learning Series (IC1-8) to a new cohort of coaches. This will prepare SMFCSD to deliver the professional learning series independently moving forward.

Consultation: In the final transition years, SMFCSD’s instructional coaching program will be self-sustaining with all professional learning facilitation, development and strategy completed within the district. To assist in this final transition, NTC will offer **four days** of consultation per year.

Budget

NTC respectfully seeks **\$318,500** from **SMFCSD** to cover the cost of the proposed scope of work over the course of a four year period *. The table below provides a breakdown of the estimated cost, by year.

Item	Rate	Total
Year 1: Program Planning, Development & Implementation	6 @ \$2,200	\$13,200
Year 1: Professional Learning Series (completion of Year 1 Series) for up to 60 participants	3 @ \$13,400	\$40,200
Year 1: Forums	4 @ \$3,500	\$14,000
Total Cost for Year 1 (October 2020 - June 2021):		\$67,400
Year 2: Program Planning, Development & Implementation	4 @ \$5,000	\$20,000
Year 2: Professional Learning Series (full Year 2 Series) for up to 60 participants	4 @ \$17,400	\$69,600
Year 2: Forums	4 @ \$4,500	\$18,000
Year 2: Online Tools	1 @ \$7,500	\$7,500
Total Cost for Year 2 (July 2021 - June 2022):		\$115,100
Year 3: Program Planning, Development & Implementation	4 @ \$5,000	\$20,000
Year 3: National Program Leaders Network	1 @ \$6,500	\$6,500
Year 3: Presenters' Institute	2 @ \$5,000	\$10,000
Year 3: Co-Present Foundational Professional Learning Series (contingent on availability of a new cohort)	4 @ \$13,000	\$52,000
Year 3: Online Tools	1 @ \$7,500	\$7,500
Total Cost for Year 3 (July 2022 - June 2023):		\$96,000
Year 4: Program Planning, Development & Implementation	4 @ \$5,000	\$20,000



Year 4: New Membership and National Program Leaders Network for up to 15 participants (also includes Online Tools, Electronic Field Guides; Presenters Collaborative; and Virtual check-in)	1 @ \$20,000	\$20,000
Total Cost for Year 4 (July 2023 - June 2024):		\$40,000
Total		\$318,500

Contractor and/or Client has the right to cancel services or deliverables not yet provided with 10 business days advance written notice to the other party. 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, a 50% fee for cancellation, and the full cost of any non-refundable travel expenses that NTC has incurred.

Conclusion

The notion that all students can thrive when given access to excellent educators is not just a belief. It is a premise that has been established by leading educational theorists and put into practice by high performing education systems. NTC is eager to partner with SMFCSD to provide its teachers with excellent instructional coaches. We are grateful for the opportunity to support SMFCSD’s students in this effort through this proposal. In advance, we thank you for your consideration.

* Years 2-4 contingent on available funding