



NEW TEACHER CENTER SERVICES AGREEMENT

This is a Services Agreement (“Agreement”) dated as of June 2, 2022 (“Effective Date”) between New Teacher Center (“NTC”), a California nonprofit corporation, and Clovis Unified School District (“Client”), located at 1450 Herndon Ave., Clovis, CA 93611.

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 or modifications require an executed change order or revised purchase order from the Client. 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.

Client agrees to compensate NTC for Services satisfactorily rendered in an amount not to exceed *Forty-six thousand dollars* (\$46,000), which includes the cost of all materials and expenses incurred performing any of the Services hereunder, and will be paid as follows:

Client will pay NTC in an amount not to exceed *Ten thousand dollars* (\$10,000) for contracted licensing for the 2022-2023 school year, invoiced upon contract execution. Client will pay NTC in an amount not to exceed *Sixteen thousand dollars* (\$16,000) for the 2022-2023 school year, invoiced monthly after delivery of services.

Client will pay NTC in an amount not to exceed *Ten thousand dollars* (\$10,000) for contracted licensing for the 2023-2024 school year, invoiced upon contract execution.

Client will pay NTC in an amount not to exceed *Ten thousand dollars* (\$10,000) for contracted licensing for the 2024-2025 school year, invoiced upon contract execution.

Payment is due for each invoice on receipt. NTC reserves the right to add a 1.5% fee to any balance overdue by 60+ days. Client must pay the balance of the invoice by check or ACH. If applicable, sales tax will be included on the Invoice unless a Tax Exemption Certificate is sent to NTC.

To: New Teacher Center
1205 Pacific Avenue, Suite 301
Santa Cruz, CA 95060
ATTN: Accounts Receivable
ar@newteachercenter.org

To:
Contact Name: Danny Cobb
Mailing Address: 1450 Herndon Ave Clovis, CA 93611
Email: generalaccounting@cusd.com
ATTN: Accounts Payable

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 Cancellation of services

NTC and/or Client has the right to cancel services or deliverables, as described within the Statement of Work attached to and incorporated by this Agreement, not yet provided with ten business days of advance written notice to the other party. Email communication shall be an acceptable form of written notice in fulfillment of this requirement.

In the event the Client cancels or reschedules an onsite session within ten 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.

8.4 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: Clovis Unified School District
1450 Herndon Ave.
Clovis, CA 93611
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 Kiano platform, by signing this Agreement, Client acknowledges that it has reviewed the terms of use at kiano.newteachercenter.org 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

Clovis Unified School District

By: _____

By:  _____

Name: _____

Name: Susan Rutledge

Title: _____

Title: Assistant Supt., Business Services

Date: _____

Date: 06/27/2022

NEW TEACHER CENTER



**Centering students.
Advancing equity.**

CLOVIS USD

CONTINUED PARTNERSHIP FOR INDUCTION

New Teacher Center
Submitted for consideration on March 22, 2022

CONFIDENTIAL TRADE SECRET AND COMMERCIAL/FINANCIAL INFORMATION

About New Teacher Center

For over 20 years, New Teacher Center (NTC) has pushed on what's possible in professional learning. A national nonprofit leader with a legacy of results, NTC supports educators by combining the science of teaching with deep connections to students, so teachers can grow their craft and create thriving, rigorous, and inclusive classrooms. Where every young person feels seen, connected, and challenged to succeed academically, and student-teacher trust is unshakable. Its unique coaching model spans and balances educational ecosystems to build cultures of higher-quality learning, increased teacher retention, and better student outcomes.

Contact Us

NTC National Headquarters
1205 Pacific Avenue Suite
301 Santa Cruz, CA 95060
Tel: (831) 600-2200
partnerships@newteachercenter.org

www.newteachercenter.org

Allana Friedman, Program Consultant
Rachel Franchilli, Director of Partnerships and Development

Cover photo: Jefferson County Schools



Introduction

Since 2018, Clovis Unified School District (CUSD) has partnered with New Teacher Center (NTC) to build an induction program accredited by the state of California and to deliver high quality professional development to mentors across the district.

Over the past two decades, NTC has supported approximately 8,000 new teacher mentors and coaches and 26,000 teachers across the nation by providing research-based professional learning systems to support effective teaching practice. NTC is uniquely positioned to accelerate teacher practice, and thus narrow the achievement gap, through its proven results of exceptional instructional coaching. For example, an independent i3 Validation grant evaluation found that after **2 years of NTC coaching support, 4-8 grade students of NTC-supported teachers demonstrated 2-4 months of additional learning in reading and 2-5 months of additional learning in math** compared to students of the control group teachers, who received traditional coaching support. Our efforts have also proven to be effective in retaining teachers with **90 percent of our teacher mentors staying in the district** and **30 percent increased retention across the teachers who we have coached**.

As CUSD continues to live into their mission of **empowering teachers to excel professionally so that all students can realize their full potential**, there is an opportunity to deepen the current partnership between CUSD and NTC.

Looking forward to future school years, CUSD and NTC have an opportunity to move towards increased sustainability with induction. Mentors will deepen their use of the Optimal Learning Environment (OLE) Framework, high leverage tools, language & stances, supporting teacher practice & growth, and culturally responsive teaching.

This document contains a proposed scope of work that outlines the key milestones, deliverables, timeline, and budget to provide CUSD's induction and mentoring program to build the capacity of teachers across the district. Our shared goal is to build teacher capacity as they work to meet the diverse needs of every learner.

Proposed Scope of Work

Co-Presented Professional Development for Mentors

In school year 2022-23, NTC will **co-present PLSi** professional development (one, two-day session) or another PLSi Session, selected by CUSD. All PLSi Sessions have been included to support an understanding of the intended scope and sequence of Year 1 Content for Mentors.

Professional Learning for First Year Mentors (Sustaining Membership)

NTC's sustaining membership allows CUSD leaders to conduct NTC-copyrighted year 1 mentor professional development listed in the Authorized Curriculum for the Contract Duration for **up to 30 participants, and 450 online tool accounts**. The presenters will be selected in collaboration with NTC staff. Please note, membership is a use it or lose it model; programs are not required to attend NPLN or utilize Virtual Consultation, however the Membership may not be discounted or changed based on requests such as this.

Authorized Curriculum

A highly skilled coach is key to providing teachers with support, either individually or in learning teams, that will advance their instructional practice. In the *Foundational Professional Learning Series (PLSi)*, coaches learn the critical knowledge, skills, and tools to initiate and maintain effective coaching relationships with teachers that result in instructional growth. The specific sessions included through this sustaining membership are:

- PLSi3: Observing and Giving Feedback
- Beginning school year 2023-24, CUSD will enter sustaining membership to independently present PLSi: Instructional Mentoring for Equitable Learning.

National Program Leader Network

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, CUSD selects small teams (typically up to 3 participants) composed of key program stakeholders and decision-makers. During these network meetings (two in-person and one virtual held in January), 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 address problems of practice. Additionally, each network meeting includes dedicated team time to facilitate Program goal setting and implementation planning.

Virtual Consultation

NTC will conduct **1 day of virtual consultation** to support program implementation. NTC staff will discuss the outcomes for the visit with Client program leadership to determine the activities during the visit. Potential activities are:

- review and discuss program readiness criteria
- meet with stakeholder groups
- strategic planning with program leadership around sustainability and growth
- observe and/or coach Co-Presenters

Online Tools

Coaches' professional learning is supported through **Kiano**, NTC's online learning system. Kiano is designed to accelerate the effectiveness of teachers through a dynamic technology platform, embedded support systems, and access to best-in-class coaching models. The system allows CUSD program leaders to make data-driven decisions that can help them understand the quality of instruction, course-correct in real time, and ultimately help drive positive effects on student learning. In Kiano, users can:

- Engage with tools that facilitate preparation for coaching conversations with a core focus on the whole child and teaching standards.
- Dive deeper into tools that promote engagement in coaching cycles--leveraging multiple tools that combine planning, observation, and analysis of student learning in cyclical ways.
- Access to data that highlights the usage of standards and indicators over time to demonstrate growth and effectiveness of instructional practice.
- Measure time and tool use (as key indicators of high-quality implementation) within the platform.
- Gain visibility, measure, and track into the supports of Coaches so that they are operating within a best practice framework and becoming an effective Coach.
- At-a-glance data for coaches, coach leads, and district-level leadership to help maximize buy-in and adjust and iterate based on feedback and against district goals.

This agreement includes one online program tool set. It also includes **licenses for 450 program leaders, coaches, and the teachers they support**. 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 the terms of use the first time they log in.

Following school year 2022-23, CUSD will continue an annual sustaining membership with New Teacher Center through the 2024-25 school year.

2022–2023 Budget

NTC respectfully seeks **\$26,000** from **Clovis USD** to cover the cost of the proposed scope of work for next year. The table below provides a breakdown of the estimated cost.

*Please note that the costs below represent all virtual delivery. **Should in-person services be desired, a \$1,000 per day travel charge will be added for the days that are spent on site.***

Item	Rate	Total
Co-Present PLSi 1 Content <i>1, 2-day session; priced per day</i>	\$8,000	\$16,000
Sustaining Membership: Base Cost <i>For up to 30 Mentors Includes:</i> <ul style="list-style-type: none"> • Virtual National Program Leader Network (NPLN) experience for up to 3 attendees • Online Tools: Up to 450 Kiano accounts Included; Includes PQS (Program Quality Survey) • Virtual Consultation; 1 day 	\$5,000	\$5,000
Membership License to Present PLS Year 1 Content <i>PLSi 3; priced per session</i>	\$2,500	\$2,500
First Year Sustaining Membership Charge <i>Cost associated with setting up the district in its first year of sustaining membership. One-time flat fee.</i>	Flat fee	\$2,500
TOTAL		\$26,000

2023–24 Budget

NTC respectfully seeks **\$10,000** from **Clovis USD** to cover the cost of ongoing sustaining membership in 2023–24.

*Please note that the costs below represent all virtual delivery. **Should in-person services be desired, a \$1,000 per day travel charge will be added for the days that are spent on site.***

Item	Rate	Total
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Sustaining Membership: Base Cost <i>For up to 30 Mentors Includes:</i> <ul style="list-style-type: none"> • Virtual National Program Leader Network (NPLN) experience for up to 3 attendees • Online Tools: up to 450 Kiano Accounts Included • Virtual Consultation: 1 Day 	\$5,000	\$5,000
Membership License to Present PLS Year 1 Content <i>PLSi1 and PLSi 3; priced per session</i>	\$2,500	\$5,000
TOTAL		\$10,000

2024-25 Budget

NTC respectfully seeks **\$10,000** from **Clovis USD** to cover the cost of ongoing sustaining membership in 2024-25.

*Please note that the costs below represent all virtual delivery. **Should in-person services be desired, a \$1,000 per day travel charge will be added for the days that are spent on site.***

Item	Rate	Total
Sustaining Membership: Base Cost <i>For up to 30 Mentors Includes:</i> <ul style="list-style-type: none"> • Virtual National Program Leader Network (NPLN) experience for up to 3 attendees • Online Tools: up to 450 Kiano Accounts Included • Virtual Consultation: 1 Day 	\$5,000	\$5,000
Membership License to Present PLS Year 1 Content <i>PLSi1 and PLSi 3; priced per session</i>	\$2,500	\$5,000
TOTAL		\$10,000



Allowlist and Supported Technologies

Last Update: February 2, 2022

Current for 2021-2022 school year

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New Teacher Center uses multiple technology services related to the mentoring and coaching services delivered to your district or consortium. This includes browser-based platforms that require relatively recent computers with microphones enabled functionality.

It is the district/consortium's responsibility to verify that all services are not filtered or blocked when program leaders, mentors, coaches, and teachers need access throughout the year and that computers/tablets are up-to-date.

1. Client Actions

After signing the contract for NTC Services, please follow the steps below to ensure that participants have all they need to access NTC and other related platforms. We strongly recommend that you leverage your District IT department for support and guidance. Please ask them to:

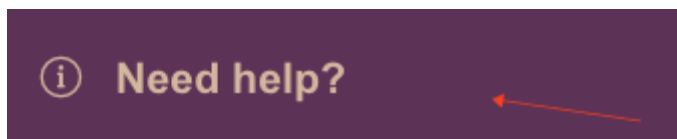
- ☐ complete the [New Teacher Center Technology Survey](#)
- ☐ the following URL's are important for the Kiano platform and should be allowlisted by your IT Department before services start: help@newteachercenter.org and info@onlinentc.org

2. Important Contacts

Our team is here to support you and your Program's participants with NTC's technologies. If you run into issues with the Kiano Platform please contact the individuals below in the following order:

- E-mail our team at help@newteachercenter.org, and cc the Program Consultant who is supporting you to the CC line.
 - When requesting support, it's helpful for our team know the following : a quick description of the issue, the number of impacted users. If you would like to connect with us virtually, please schedule a time to connect with a member of our team using [Calendly](#).

- If you are trying to reach a member of the Kiano team while logged into the platform, select the 'Help' button on the lefthand menubar



- or at the top right of the screen.



- If you are experiencing issues with accessing Torsh including needing a new invitation, name change, or general troubleshooting, please contact Torsh's team directly at support@torsh.co. Note- Participants should connect with their Program Leader if they are not currently enrolled in Kiano and need Torsh access.

3. System Requirements

The following browsers and operating systems are the minimum required for NTC Technology services. We cannot guarantee performance on devices running older operating systems or browsers.

Recommended Browsers	Operating System
Firefox 75+	Chromebook
Chrome 81+	Mac OS 10.9+
Safari 13+	Windows 7+
Microsoft Edge	iOS 10+
	Android 6.0+
Note: A Microphone is required for online forums	

4. Technology Allowlist



Please share the following information with your IT Staff to make sure that NTC's Kiano is not blocked or caught by spam filters. Address the items below that are relevant to how your program uses NTC's Online Platforms.

Site	Block/Allowlist
Kiano Platform	<ul style="list-style-type: none"> • kiano.newteachercenter.org (ports 80 and 443) • tailor.onlinentc.org (ports 80 and 443) • https://ntc-course-assets.s3.us-east-2.amazonaws.com • https://newteachercenterhelp.zendesk.com/hc/en-us • https://torshtalent.com/
Digital Asset Management (Widen)	<ul style="list-style-type: none"> • *.widencdn.net • *.widencollective.com • Widentp.com <p>We may include links to digital assets located in this platform in NTC email communications, courses, and resource pages.</p>
Streaming Video (Brightcove)	<ul style="list-style-type: none"> • *.brightcove.com • *.brightcove.net • bcove.me • *.api.brightcove.com • *.llnw.net • *.llnwd.net • uds.ak.o.brightcove.com • vjs.zencdn.net • a139.vi5g5.akafms.net <p>Note: http port 80 and https port 443 required for all domains</p> <p>Brightcove maintains an individual allowlist for clients needing a more precise list, please see that list here: https://support.brightcove.com/domains-and-ports-must-be-accessible-video-cloud</p>
Email	<p>Allowlist, unblock, clear from spam:</p> <ul style="list-style-type: none"> • info@onlinentc.org • help@newteachercenter.org
NTC Online Forums (ZOOM)	<ul style="list-style-type: none"> • zoom.us • *.zoom.us • *.cloudfront.net • Ports: <ul style="list-style-type: none"> ○ TCP - 80,443, 8801, 8802 ○ UDP - 3478, 3479, 8801 - 8810

	<p>Zoom maintains an individual allowlist for clients needing a more precise list, please see that list here: https://support.zoom.us/hc/en-us/articles/201362683-Network-Firewall-or-Proxy-Server-Settings-for-Zoom</p>
Torsh Talent (My Video)	<p>Websites</p> <ul style="list-style-type: none"> • http://torshtalent.com • https://s3.amazonaws.com • https://dialog.filepicker.io • https://torsh.uservoice.com • https://torshsupport.zendesk.com • https://madmimi.com <p>Emails</p> <ul style="list-style-type: none"> • talentnotification@torshnotification.com • *@torsh.com
Survey Feedback on Professional Development Sessions	<ul style="list-style-type: none"> • https://newteachercenter.co1.qualtrics.com.

5. Applications

The following platforms are accessible with mobile interfaces

Service	Icon	App Title	Information
Torsh Talent		Torsh Talent	iOS Android
Zoom		Zoom Cloud Meetings	iOS Android

6. Client Access

Seamless access is available to Partners using Torsh through the My Video button.

Users must be enrolled in Kiano through our enrollment process and have activated their accounts before this access is established. All users will be emailed account information and the login URL once enrolled.



7. Terms of Use

Our Terms of Use and Privacy Policy are listed below for your team to review. Please direct any questions you may have about either to our Legal Team: Mary Kelly Persyn

- [Terms of Use](#)
- [Privacy Policy](#)

8. Kiano Security Statement

New Teacher Center employs a holistic approach to data security and privacy in compliance with relevant federal and state regulations, including FERPA, SOPIPA, COPPA, and PPRA. Our professional learning products and services leverage industry best practices and advanced security protocols in support of our commitment to keeping student data private and secure. Through our established procedures and protocols, all data is encrypted in transit and at rest, passwords utilize bcrypt hashes and are never included in server logs, user authentication is consistent with [Article 4.3 of NIST 800-63-3](#), server activity is managed through multiple firewalls and all systems operate under the HTTPS protocol with administrative access allowed only by SSH with RSA key combination. Data backups are processed daily and stored in a fully encrypted environment separate from the main system. Through our security incident and data breach response policy we maintain a secure server environment that leverages advanced technology to prevent interference or access from outside intruders.

9. New Teacher Center Accessibility Statement

New Teacher Center is committed to ensuring that our professional learning resources are available to everyone by actively working to increase the accessibility and usability of our materials. If you have any needs that we can better accommodate, questions, or suggestions regarding the accessibility of these materials, or if you need to make a request for accessibility assistance, please contact us at: help@newteachercenter.org.