ITEM No.:

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA				
MEETING DATE	Jul 28 2015 10:15AM - Regular School Board Meeting			
AGENDA ITEM	OPEN ITEMS			
	FF. OFFICE OF ACADEMICS			
DEPARTMENT	Innovative Learning and Arts			

	Special Order Request Yes No		
	Time		
	Open Agenda		
1	O No		

FF-5.	CATEGORY	FF. OFFICE OF ACADEMICS		Openia	agonaa
TITLE:	DEPARTMENT	Innovative Learning and Arts		Yes	O №
	nt between The School Boa	ard of Broward County, Florida and Innovations for Learning			
REQUESTED	ACTION:				
Approve a new	agreement with Innovation	ns for Learning (IFL).			
SUMMARY E	XPLANATION AND BA	CKGROUND:			
learning literact sustainable imponline mentors (TutorMate) pa reading achiev	y program in underperform plementations in major urb to personalize and differen irs corporate and commun ement. Two Teacher Amb	ofit organization dedicated to improving early literacy and reading sking elementary schools. IFL partners with major corporations and coan school districts by helping districts and schools connect the powentiate instruction using mobile technology (iPads) at the K-1 grade legity volunteers and targeted first grade students remotely once a weel assadors from IFL deliver ongoing teacher development and coaching approved as to form and legal content by the Office of the General Coaching and the second s	ommi r of to vels. k to e	unity agencies to eachers, techno An online ment encourage and s participating sol	o launch logy, and toring program support
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SCHOOL BOARD GOALS:	112	
Goal 1: High Quality Instruction	Goal 2: Continuous Improv	rement O Goal 3: Effective Communication

FINANCIAL IMPACT:

The financial impact to the district is \$320,000.00.

EXHIBITS: (List)

(1) IFL_ExecutiveSummary (2) IFL_Contract (3) IFL_Attachment A (4) IFL_Attachment B (5) IFL_Attachment C (6) IFL_Attachment D

BOARD ACTION:

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Daryl L. Diamond, Director, ILA Phone: 754-321-2620 Name: Lynne M. Oakvik, Supervisor, Library Media Phone: 754-321-1864

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Approved In Open Board Meeting On: JUL 28 2015

Signature

Daniel F. Gohl 7/20/2015, 3:43:19 PM By:

School Board Chair

Electronic Signature Form #4189 Revised 12/12 RWR/ DFG/BGK/DLD/LMO:ir

EXECUTIVE SUMMARY

Below is an executive summary of the Agreement between The School Board of Broward County, Florida and Innovations for Learning, Inc.

Program	Innovations for Learning
Status	Request approval of the agreement between The School Board of Broward County, Florida and Innovations for Learning, Inc.
Funds Requested	The financial impact to the District is \$320,000.00. The funding source is Title 1.
Financial Impact	The cost for Innovations for Learning (IFL) is \$320,000.00 (\$24,615.00 per school). This includes District software licensing for all Kindergarten and First grade classrooms (approximately 123 classrooms within the 13 participating Title 1 schools), IFL project management support to expand and grow the TutorMate online mentoring program in Title 1 Schools and two full-time IFL Teacher Ambassadors for site-based school-based professional development and coaching.
Schools Included	IFL is being implemented in 13 Title 1 elementary schools, 123 Kindergarten and First grade classrooms, in the following schools in 2015-16: Bennett, Broward Estates, Dillard, Larkdale, North Side, Oriole, Rock Island, Royal Palm, North Fork, Sunland Park, Walker and Westwood Heights and Endeavour Primary.
Managing Department/School	Innovations for Learning is managed collaboratively through the Office of Academics by the Innovative Learning & Arts Department and Early Learning School Readiness Department.
Source of	Daniel Gohl, Chief Academic Officer
Additional	Brian Kingsley, Executive Director, Instruction & Interventions
Information	Daryl Diamond, Director, Innovative Learning & Arts Lori Canning, Director, Early Learning School Readiness Lynne Oakvik, Curriculum Supervisor, Innovative Learning & Arts
Program Description	Through teacher-directed small group instruction, and independent learning activities teachers facilitate a student-centered, blended learning model (face-to-face and online learning activities) designed to support literacy through phonics, sight words, guided reading, fluency and reading comprehension skills. IFL is aligned with the District's K-12 reading plan, state adopted instructional resources, and the Florida Language Arts standards for reading, writing, listening, speaking, language and foundational reading skills. The IFL blended learning model for literacy instruction includes a rotational model, where teachers work with small groups of students while remaining students work independently in literacy centers using mobile technology (iPads) and age appropriate print and digital literacy resources. The TutorMate program pairs corporate and

IFL Exec Summary 07/07/15

	community volunteer mentors and selected first students remotely online for 30 minutes per week throughout the entire school year to support and encourage improved reading achievement. Through the TutorMate online program, students and their online mentors share a computer screen and read appropriately leveled stories and engage in literacy activities that encourage fluency, comprehension, phonics and spelling. In the 2015-16 school year, the District and IFL will expand the TutorMate online program to include a broader base of District approved mentors in an effort to expand the program to additional First grade students in Title 1 schools.
Evaluation Plan	Successful implementation of this blended learning early childhood program assists in achieving the instructional technology professional development goals of the Innovative Learning & Arts Department. The Early Learning School Readiness and Innovative Learning and Arts Departments will evaluate the impact on student achievement and improvement of teacher practice with instructional technology through qualitative and quantitative data provided through the online management system for Innovations for Learning and school data.
Research Methodology	A body of research finds that students who do not master the art of reading by the end of first grade can be severely impacted, across all content areas, throughout their academic careers. Early intervention that is personalized to the student's needs is critical in increasing the number of students who enter our 2nd grade classrooms assessed at "on or above grade level," proficient readers. As a large urban district, a significant portion of our Kindergarten and First grade students often lack important reading and literacy readiness skills that build a solid foundation for proficient reading. Through a collaborative partnership with the non-profit corporation, Innovations for Learning, our district is taking a targeted approach to closing the achievement gap with our youngest students through a blended learning approach that incorporates the use of print, mobile technology (iPads) and online mentoring. Through the integration of technology and instructional strategies that include the continuous progress monitoring through an online learning management system, this innovative program helps teachers to more easily personalize and differentiate instruction that leads to increased student outcomes.

AGREEMENT

THIS AGREEMENT is made and entered into as of this day of 2015, 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

INNOVATIONS FOR LEARNING

(hereinafter referred to as IFL) An Illinois not-for-profit corporation, whose principal place of business is 518-526 Davis Street Evanston, IL 60201

WHEREAS, IFL is a nonprofit organization dedicated to improving student literacy, providing teacher-led learning services to substantially improve reading in underperforming elementary schools; and

WHEREAS, IFL is the provider of TeacherMate® Differentiated Instruction System and TeacherMate Listening Center, a research-based, individualized reading practice for students in grades K-1; and

WHEREAS, IFL is the provider of TutorMate® an Online Literacy Program.

WHEREAS, SBBC and the IFL wishes to enter into an agreement to provide SBBC with access to TeacherMate® and TutorMate®.

WHEREAS, IFL will provide SBBC with technical support and Professional Development per Attachment B, which is incorporated herein by reference.

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 <u>Term of Agreement</u>: Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on August 1, 2015 and conclude on July 30, 2015.
- 2.02 Order of Priority: In the event of conflict between documents, which are incorporated herein by reference, the parties agree that the order of priority shall be as follows:
 - 1. This agreement; then
 - 2. Attachment A; then
 - 3. Attachment B; then
 - 4. Attachment C; then
 - 5. Attachment D.
- 2.03 Services: IFL shall provide SBBC the licenses, access and services described in **Attachment A**, which is attached hereto and incorporated herein by reference.
- 2.04 Support: IFL shall provide SBBC Professional Development Support described in **Attachment B**, which is attached hereto and incorporated herein by reference.
- 2.05 <u>Staffing:</u> SBBC shall provide Staffing as indicated in **Attachment C** for the required training and or presentation provided by IFL which is attached hereto and incorporated herein by reference.
- 2.06 Pricing: SBBC shall pay IFL \$320,000.00: \$127,000.00 district partnership fee (see description of deliverables in Attachment A), \$160,000 for 2 full time Teacher Ambassadors (see description of deliverables in Attachment A), and 32,500 site based fees for 13 participating IFL schools Bennett ES, Broward Estates ES, Rock Island ES, Royal Palm ES, Sunland Park ES, Walker ES and Westwood Heights ES for the 2015/2016 school year. This pricing constitutes a fixed cost for site licenses, teacher training, and professional development for existing classrooms.
- 2.07 Studies <u>Conducted for SBBC</u>: Under the terms of this Agreement, *IFL* will be conducting studies for, or on behalf of SBBC, to: (a) develop, validate or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. The purposes and scope of the study/studies will be mutually agreed upon and submitted for District IRB approval. IFL

agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted. IFL acknowledges and agrees that it may use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in this agreement.

- 2.08 Inspection of IFL'S Records by SBBC: IFL 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 IFL Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by IFL or any of IFL payees pursuant to this Agreement. IFL Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. IFL Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.
- (a) IFL Records Defined. For the purposes of this Agreement, the term IFL Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.
- (b) <u>Duration of Right to Inspect</u>. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to IFL'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 *IFL* pursuant to this Agreement.
- (c) <u>Notice of Inspection</u>. SBBC's agent or its authorized representative shall provide *IFL* reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.
- (d) <u>Audit Site Conditions</u>. SBBC's agent or its authorized representative shall have access to *IFL*'s facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

- (e) <u>Failure to Permit Inspection</u>. Failure by *IFL* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *IFL*'s claims for payment by SBBC.
- (f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by IFL in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by IFL. If the audit discloses billings or charges to which IFL is not contractually entitled, IFL shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.
- (g) Inspection of Subcontractor's Records. IFL 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 IFL to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to IFL pursuant to this Agreement and such excluded costs shall become the liability of IFL.
- (h) <u>Inspector General Audits</u>. *IFL* 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.
- 2.09 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:

Daniel Gohl, Chief Academic Officer

The School Board of Broward County, Florida

600 Southeast Third Avenue Fort Lauderdale, Florida 33301 To IFL:

Seth Weinberger Executive Director 649 Michigan Ave. Evanston, IL 60201

With a Copy to:

Kim Whitten

Executive Director of Florida 10844 Barbados Isle Dr. Tampa, Florida 33647

- Background Screening: IFL agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of IFL or its personnel providing any services under the conditions described in the previous sentence. IFL 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 IFL and its personnel. The parties agree that the failure of IFL 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. IFL 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 IFL's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.
- 2.11 <u>Liability</u>. 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 IFL: IFL 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 IFL, its agents, servants or employees; the equipment of IFL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of IFL or the negligence of IFL'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 IFL, SBBC or otherwise.

ARTICLE 3 - GENERAL CONDITIONS

- 3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- 3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- 3.03 <u>Independent Contractor</u>. 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, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.
- 3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

- SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.
- 3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.
- Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.
- 3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

Agreement with IFL 06/15

- 3.09 Public Records. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.
- Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.
- 3.11 <u>Compliance with Laws</u>. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.12 <u>Place of Performance</u>. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.
- 3.13 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any

controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

- 3.14 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.15 <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.16 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 3.17 <u>Incorporation by Reference</u>. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.
- 3.18 <u>Captions</u>. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 3.19 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.
- 3.20 <u>Preparation of Agreement</u>. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 3.21 <u>Amendments</u>. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 3.22 <u>Waiver</u>. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

- 3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- 3.24 <u>Survival</u>. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.
- 3.25 <u>Contract Administration</u>: SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.
- <u>3.26</u> <u>Authority</u>. 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

TEST

Donna Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR IFL

(Corporate Seal)	
ATTEST:	Innovations for Learning
	By Kimberly Whit
	-
, Secretary	
Witness	
Witness Ly	
	tired for Every Agreement Without Regard to Secretary's Attestation or Two (2) Witnesses.
STATE OF OREGON	
COUNTY OF Multnomah	
The foregoing instrument was acknowledged, 2017 by King Learning Name of Corporation or Agency	owledged before me this 14th day of mberly whitten of Name of Person, on behalf of the corporation/agency.
He/She is personally known to me or produ	ced Florida DL as
identification and did/did not first take an or	
My Commission Expires: O+15-18	Sally J. Reenan Signature Notary Public
(SEAL)	Sally T. Keenan Printed Name of Notary
	923997 Notary's Commission No.
OFFICIAL STAMP SALLY T. KEENAN NOTARY PUBLIC-OREGON COMMISSION NO. 923997 MY COMMISSION EXPIRES JANUARY 15, 2018	notary a commission rec.

Innovations for Learning

INNOVATION FOR LEARNING PARTNERSHIP

Innovations for Learning is pleased to partner with The School Board of Broward County, Florida to combine efforts to improve student achievement in literacy.

INNOVATIONS FOR LEARNING WILL PROVIDE THE FOLLOWING:

TeacherMate® K-1 Differentiated Instruction System and Listening Center TeacherMate (TM) provide research-based, individualized reading practice for students in grades K-I. The program incorporates technology via an Apple® iPad/iPod and mp3-based Listening Center. It is used in conjunction with the TeacherMate Reading Triad (a centers-based hour as a part of a literacy block where students rotate through three centers: (1) TeacherMate Partner Station, (2) TeacherMate Practice Station, and (3) Listening/independent reading center). The teacher is engaged with small group instruction and individual conferencing using TeacherMate NotePad.

IFL will provide unlimited access to the TeacherMate software during the term of this contract to the participating schools.

TutorMate® Online Literacy Program

First grade students will participate in the TutorMate program (an online, screen sharing program that pairs first grade students with corporate-based volunteers for additional 1:1 reading and phonics support).

IFL will provide the complete TutorMate System which includes: access to TutorMate software; all administrative tasks including corporate tutor recruitment, background checks, teacher/student training tutor station set up and technical support.

Online Management System (OMS)

Our OMS is a powerful, easy-to-use application accessible via any Internet connection. Teachers can easily add or change student's names; create and modify student groupings; set skill levels for the class, group, or student; and see student progress reports. Student data and recordings are captured each time students access the TeacherMate software.

Through wireless syncing, student scores and recordings are synced to and from the OMS, populating summary and detailed performance reports to guide future instruction. IFL will provide access to the OMS.

Teacher Ambassadors

IFL will provide for the entire school year on-site Teacher Ambassador(s) to deliver implementation services, professional development and coaching for the district. The total FTE of Teacher Ambassadors is based on the number of classrooms in the IFL implementation. Professional development begins in the fall with an initial on site, two-day mandatory training for K-1 teachers. District Reading Coaches and District Technical staff will also attend separate training. On site coaching will be provided to each site throughout the year with a high focus of time spent on implementing the TeacherMate Reading Triad in grades K-1.

Additional professional development days and in-class coaching sessions will be scheduled based on the district and school calendar.

Technical support

IFL will provide unlimited email and chat support to all district staff. Unlimited IFL phone tech support will be available to designated district tech staff.

IFL Executive Leadership Briefings and Communications

IFL will provide Executive Briefings (fall, mid-year, end of year) to the Superintendent and leadership team to ensure open lines of communications at all levels.

The School District Support and Staffing:

Leaders will attend TeacherMate Executive Briefing Sessions in the fall, midyear and end of year.

Support the integration of IFL software, training and coaching into district curriculum, district literacy philosophy, and building schedules.

Designate one district personnel to act as the key point of contact and communication for implementation purposes.

Identify and notify schools/teachers for participation in the IFL program by July 15th, 2015.

Support and communicate the requirement of all teachers and principals in the IFL implementation to attend a mandatory, 45 minute IFL on-line orientation in Fall 2015. This is important due to new functionality becoming available in the Fall 2015. Multiple time slots will be provided.

Schedule and provide for IFL to conduct mandatory, on-site Teacher Training in the fall (2 day mandatory training for new K-1 teachers and others the district decides should attend.).

Schedule and provide for IFL to conduct mandatory, on-site two hour Principal Training in the fall as needed for new administrators.

Schedule and provide a 6 hour refresher and new functionality session for K-1 teachers on new Partner Station and Teacher Conferencing capabilities.

Schedule and provide for IFL to conduct a mandatory three-hour Reading Coaches session, focused on providing details for supporting the TeacherMate implementation.

Ensure that all participating classrooms have sufficient multiple copies of reading books at A-J reading levels for small group instruction.

Identify and administer a common assessment (selected by SBBC) tool to monitor the literacy progress of students in the IFL program.

Share assessment data with IFL including pre- and post-assessment scores. Meet with IFL staff as appropriate to support the implementation.

Collaborate on PR and press related requests regarding the IFL implementation. Collaborate on joint presentations at key conferences (i.e.CGCS).

SBBC and IFL will collaborate on funding for the cost of the required hardware.

IFL INVESTMENT SUMMARY

Date: June 1, 2015

District:

Broward County Public School District

600 SE Third Ave.

Ft. Lauderdale, FL 33301

Unit Description	Number of Units	Cost per Unit	Total Investment
District Partnership Fee	1	\$150,000	\$150,000.00
F/T Teacher	2	\$80,000	\$160,000.00
Ambassador to provide			
Professional			
Development and			
Coaching			
TeacherMate/TutorMate	13	\$2,500	\$ 32,500.00
Annual Software License			
District Partnership Fee	1	<\$22,500>	<\$22,500>
discount			
Investment Summary	Street Street		\$320,000.00

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