



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE Jun 28 2016 9:00AM - Special Meeting

AGENDA ITEM SUPERINTENDENT'S RECOMMENDATION

CATEGORY Superintendent's Recommendation

DEPARTMENT Innovative Learning and Arts

Special Order Request
 Yes No

Time

Open Agenda
 Yes No

ITEM No.:
9.

TITLE:
Agreement between the School Board of Broward County and Innovations for Learning, Inc.

REQUESTED ACTION:
Request approval of the agreement with Innovations for Learning, Inc.

SUMMARY EXPLANATION AND BACKGROUND:
 Innovations for Learning (IFL) is a supplemental blended learning literacy program implemented in 13 Title 1 schools in kindergarten and first grade classrooms. IFL is aligned with the District's K-12 reading plan, state adopted instructional resources, the Florida Language Arts standards for reading, writing, listening, speaking, language, and foundational reading skills and the Technology Integration Matrix (TIM). The IFL program incorporates small group instruction and independent learning activities using tablet computers and developmentally appropriate print resources, supporting a balanced literacy approach enriched through technology integration. IFL includes TutorMate, an online mentoring program, available to selected first grade classrooms in Title 1 schools. This contract has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction **Goal 2: Continuous Improvement** **Goal 3: Effective Communication**

FINANCIAL IMPACT:
 The financial impact to the District is \$365,000.00. The funding source is Title 1.

EXHIBITS: (List)
 (1) Executive Summary (2) Innovations for Learning Inc Agreement (3) Attachment A - Innovation for Learning Partnership (4) Attachment B - Services Descriptions (5) Attachment C - The School District Support and Staffing (6) Attachment D - IFL Investment Summary

BOARD ACTION:
APPROVED
 (For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Daryl Diamond, Director	Phone: 754-321-2620
Name:	Phone:

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

Daniel Gohl - Chief Academics Officer

Signature
Daniel F. Gohl
 Monday, June 20, 2016 1:18:46 PM

Approved In Open Board Meeting On: **JUN 28 2016**

By: *Rosalind Orgeal*
 School Board Chair

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 \$365,000.00. The funding source is Title 1.
Financial Impact	The cost for Innovations for Learning (IFL) is \$365,000.00. This includes the software licensing for all Kindergarten and First grade classrooms in 13 Title 1 schools (approximately 125 classrooms), IFL project management support to expand and grow the TutorMate online mentoring program in additional Title 1 schools and two full-time IFL Teacher Ambassadors to provide ongoing, school-based professional development and coaching through bi-weekly school visits.
Schools Included	IFL will continue to be implemented in Kindergarten and First Grade Classrooms at 13 Title 1 elementary schools for 2016-17: Bennett, Broward Estates, Dillard, Endeavour Primary, Larkdale, North Fork, North Side, Oriole, Rock Island, Royal Palm, Sunland Park, Walker, and Westwood Heights. The Tutormate online mentoring program will continue to be implemented in First grade classrooms at 14 Title 1 elementary schools (approximately 24 classrooms): Bennett, Broward Estates, Dania, Endeavour Primary, Floranada, Larkdale, North Fork, North Side, Rock Island, Royal Palm, Sunland Park, Thurgood Marshall, Walker, and Westwood Heights. Additional schools will be included with the Tutormate expansion in 2016-2017.
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 Additional Information	Daniel Gohl, Chief Academic Officer Lori Canning, Director, Early Learning School Readiness Daryl Diamond, Director, Innovative Learning & Arts Lynne Oakvik, Curriculum Supervisor, Library Media
Program Description	Innovations for Learning (IFL) is a supplemental blended learning literacy program implemented in 13 Title 1 schools in K and 1 classrooms. Through teacher-directed small group instruction, and independent learning activities via tablet computers, teachers facilitate a student-centered, blended learning model using face-to-

	<p>face and online learning activities to support phonics, sight word acquisition, guided reading, fluency, and reading comprehension. 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 tablet computers and developmentally appropriate print resources, supporting a balanced literacy approach enriched through technology integration.</p> <p>The IFL program provides a gradual release model for teachers to improve the quality of their instruction through a personalized learning approach. Through the IFL program, teachers are able to access student data from the online management system in real time, on a daily basis, allowing teachers to provide frequent and immediate feedback to students and to differentiate through both face to face and online instruction. The use of tablets is highly engaging for students, providing opportunities for students to take a more active role in their own learning experience through independent and peer-to-peer activities.</p> <p>An additional component of IFL is the online tutoring program, TutorMate, which pairs community volunteers and selected first grade students remotely online for 30 minutes per week throughout the entire school year to support improved reading achievement. Using a laptop provided by IFL and telephone, online mentors listen to the student read appropriately leveled stories and complete activities with the students that are assigned by his or her teacher.</p> <p>In 2015-16, Broward's TutorMate program had 17 different community organizations supporting 173 students through 963 volunteer service hours. Community partners include Advanced Roofing, Broward College, Broward Schools, Broward County Government, Broward Community, Children's Services Council, Expedia, Holy Cross Hospital, Innovations for Learning, AT&T, JM Family Enterprises, Lockheed Martin, JP Morgan Chase, Memorial Hospital, Northern Trust, Lauderhill Fire Department, and the State Attorney's Office. Due the success of the TutorMate program, the District plans to recruit additional community organizations to volunteer online and help to expand the TutorMate program to additional first grade classrooms in Title 1 schools.</p>
<p>Evaluation Plan</p>	<p>Successful implementation of the IFL program assists in achieving the instructional technology professional development goals of the Digital Classroom Plan. The IFL program aligns with the Technology Integration Model (TIM) and provides a scaffolding framework for K and 1 teachers to effectively integrate technology</p>

through a personalized learning approach. IFL incorporates a balanced literacy approach that uses both print and digital resources allowing teachers to leverage technology to differentiate instruction and provide students increased responsibility and ownership of their learning experiences.

The Early Learning School Readiness and Innovative Learning and Arts Departments evaluates student data annually to monitor the impact of IFL on student achievement and improvement of teacher practice with instructional technology. Quantitative data was provided by IFL from the online management system for Innovations for Learning, school data such as running records, and quantitative data through principal surveys.

The following information highlights key data from the 15-16 school year.

Innovations for Learning

Reading Achievement (Running Records)

Out of 933 IFL participating first grade students across 13 schools, 750 students in 9 schools had available data to be included in the analysis. Comparison of beginning and end of year running record scores show:

- 29% increase in students meeting grade level expectations (26% at beginning of year to 55% at end of year).
- Overall average growth of 10 levels (5.2 average reading level at beginning of the year to 15.6 average reading level at the end of the year)

Tutormate

Growth in Program Implementation:

- Addition of seven community partner organizations with expansion to four new schools (17 partners in 2015-2016 compared to 10 in 2014-2015)
- Total of 963 Volunteer Service Hours (increase from 550 hours in 2014-2015)
- Addition of 10 classrooms and 100 children served (24 classrooms in 2015-2016 compared to 14 classrooms in 2014-2015)

Reading Achievement (Running Records) for TutorMate

Out of 173 participating first grade students across 13 schools, 153 students in 11 schools had available data to be included in the

analysis. Comparison of beginning and ending of year running record scores show:

- 30% increase in students meeting grade level expectations (15% at beginning of year to 45% at end of year).
- Overall average growth of 12 levels (4.5 average reading level at beginning of the year to 16.1 average reading level at the end of the year)

Technology Integration Model (TIM) Standards:

- In 2016, the district began using the Technology Integration Matrix (TIM) to gather data on technology integration in classrooms across the district as part of the Digital Classroom Plan. In 2016-17, IFL teacher ambassadors and classroom teachers will receive professional development on the TIM, and the district will begin collecting TIM data in IFL classrooms to monitor effective technology integration.

Principal Feedback

- IFL is a great supplemental digital tool to assist our students and increase their literacy and oral language skills. Tutormate is also a great digital tool that targets students to receive individualized weekly tutoring for either remediation or enrichment. Each year we are able to see a group of students increase their literacy skills, confidence, and social skills. We have been very fortunate for these resources and we look forward to continuing to implement them for the 2016-17 school year.
- IFL supports reading improvement in my school because it allows the students to receive interactive and engaging activities that help improve their literacy skills. The teacher is able to provide/enhance small group instruction with the devices as well as tailor the students' learning path when they are working independently. Our students have improved in comprehension and fluency as a result of this great supplement to our reading instruction.
- The TutorMate program is a great benefit for the students. It helps foster a love for reading, builds their self-esteem and gives them another person to help encourage and support reading. The students and teachers love the TutorMate program.

Tutormate Mentor Feedback

	<ul style="list-style-type: none">• On the busiest of my workdays when I thought I would have to cut my session short, once I started my Tutormate session my student and I both ended up enjoying ourselves so much that we used the whole time. This was supposed to help the student but it was a most worthwhile and rewarding experience for me too!• Tutormate provided a convenient way for a busy employee to positively impact and improve a student's reading abilities. Technology made it so easy. At the end of the year, we had a party and got to meet our students. Listening to her read to me and remembering our tutoring sessions was one of the highlights of my year. A true joy!• The 30 minutes a week I worked with my student flew by! I started to look forward to our sessions and left each one with a renewed energy and appreciation for my work. During our months together, my student grew in three reading levels. I started to see him grow confidence in sounding out unknown words and strength in his retelling and comprehension. Count me in for next year and know that I will be recruiting others!
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AGREEMENT

THIS AGREEMENT is made and entered into as of this 28th day of June, 2016, 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, INC.
(hereinafter referred to as "IFL"),
whose principal place of business is
Evanston, Illinois.

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

WHEREAS, IFL is the provider of research-based TutorMate® differentiated instructional system and on-line literacy program, providing personalized reading practice for students in grades K and 1; and

WHEREAS, SBBC and IFL wish to enter into an agreement to provide SBBC with district-wide access to TutorMate®, and

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 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on August 1, 2016 and conclude on July 31, 2017.

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 the licenses, access, and services outlined in Attachment D with services described in Attachment B, both attached hereto and incorporated herein by reference.

2.05 **Staffing:** IFL shall provide SBBC Professional Development Support described in Attachment B, which is attached hereto and incorporated herein by reference.

2.06 **Pricing:** SBBC shall pay IFL \$205,000.00 for the licensing fee for TutorMate software for 13 elementary schools (approximately 130 kindergarten and first grade classrooms) and \$160,000.00 for Professional Development and Coaching Support for a total cost of \$365,000.00. Additional classrooms may be added at a cost of \$400 for each additional classroom expansion.

2.07 **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's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by IFL or any of IFL's payees pursuant to this Agreement. IFL's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. IFL's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **IFL's Records Defined.** For the purposes of this Agreement, the term "IFL's 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) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to 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) **Notice of Inspection.** 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) **Audit Site Conditions.** 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 work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** 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 *Insert Name* 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) Inspector General Audits. 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.

2.08 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, FL 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To IFL:	Seth Weinberger, Executive Director Innovations for Learning, Inc. 649 Michigan Ave. Evanston, IL 60201
With a Copy to:	Kim Whitten, Ntl. Dir., Implementation & Support Svcs. Innovations for Learning, Inc. 10006 Cross Creek Blvd., STE 402 Tampa, FL 33647-2595

2.09 **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.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC 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.

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.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way 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 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective

as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26. **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By 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.

3.27 **Travel.** Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem

be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** IFL agrees to comply with all School Board Policies, local, state and federal laws.

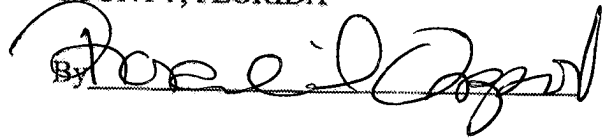
3.29 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

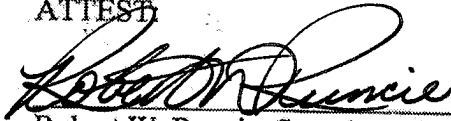
FOR SBBC

(Corporate Seal)

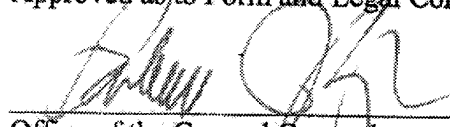
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 

ATTEST


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

(Corporate Seal)

ATTEST:

By Kim Whitten

_____, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 14 day of June, 2019 by Kim Whitten of _____
Name of Person

Innovations For Learning, Inc., on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced FL Drivers License as identification and did/did not first take an oath. Type of Identification

My Commission Expires:
10-01-2019

Lauren Ramos
Signature - Notary Public



Lauren Ramos
Printed Name of Notary

FF923596
Notary's Commission No.

.....
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 early literacy.

INNOVATIONS FOR LEARNING WILL PROVIDE THE FOLLOWING:

TutorMate®, a research-based K-1 Differentiated Instruction System and On-line Literacy Program that offers on-line personalized reading practice for students in grades K-1. The program is a web-based offering accessible from any web-enabled device. It is used during the daily literacy block where students rotate through small group centers: the Student Portal offers both individualized activities that are targeted and specific to what each student is ready to learn and partner activities that enable students to engage with one another in meaningful learning activities. The teacher portal provides teachers with on-line tools and resources necessary for conducting highly differentiated small group and individualized instruction and progress monitoring. The tutor portal matches grade 1 students, reading below grade level, with corporate community volunteers in an on-line mentoring program that offers students the opportunity to practice reading once a week for 30 minutes 1:1 with their tutor.

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

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.

TutorMate® Classroom Management System (CS)

Our CS is a powerful, easy-to-use platform 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 in CS each time students access the program through the student portal.

ATTACHMENT A

Teachers and administrators at both the building and district level may log into CS to generate, view, and print reports.

Teacher Ambassadors

IFL will provide, for the entire school year, on-site Teacher and Program Ambassador(s) to deliver implementation services, professional development and coaching for the district. The total FTE of teacher support is based upon the number of classrooms in the IFL implementation. Professional development begins in the fall with an initial on-site, two-day mandatory training for new K-1 teachers and 1 day for returning teachers. District Reading Coaches are encouraged to attend teacher training and asked to also attend the 2 hour Principal Leadership Workshop later in the year. On site coaching will be provided to each site throughout the year with a high focus of time spent on implementing the Teacher and Student Portals in grades K-1.

Additional professional development days and in-class coaching sessions will be scheduled based upon common need and on the district and school calendars.

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 offers a 2 hour Leadership workshop for building principals and their site-based instructional leaders approximately one month into the fall implementation (October). This workshop is designed to provide both an overview of the program along with training on administrative reports and data interpretation to facilitate ownership of fidelity at the building level.

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.

ATTACHMENT B Services Descriptions

Innovations for Learning will provide:

- An IFL Project Director who will:
 - Coordinate with district curriculum team on curricular alignment/implementation
 - Coordinate with the district IT team on technology implementation
 - Coordinate with the district community engagement/communications team on TutorMate recruiting and engagement
 - Coordinate with district PD team on teacher training
 - Train, coordinate assignments, and manage the IFL teacher and program ambassador teams
 - Train district assigned coaches
 - Recruit partners for TutorMate on-line tutoring program
- IFL will maintain responsibility for TutorMate:
 - Volunteer Level 1 Background checks
 - Volunteer Sign up and Training
 - Management of city-wide campaign to recruit volunteers for beginning literacy
- IFL will provide 2 full-time Teacher Ambassadors who will:
 - Deliver initial teacher training
 - Provide on-going site-based embedded professional learning for teachers
 - Provide classroom based modeling and coaching of IFL implementation best practices
 - Provide site-based administration with quarterly status reports
- IFL will provide part-time Program Ambassadors based upon expansion requirements will provide:
 - initial launch support under the direction of the IFL project director
 - on-going support to returning schools following initial launch
 - support the on-line tutoring aspects of the program

PROFESSIONAL DEVELOPMENT AND TRAINING SESSION DESCRIPTIONS

Leadership Workshop

This two hour session for administrators and building curriculum leaders features implementation planning, design, and hands-on time with the TutorMate® Classroom Management System. This session also covers Instructional Leaders' impact on success of implementations, accessing and reviewing reports and data, setting program use expectations, and defining roles and responsibilities.

Technology Coordinators Workshop

This one-hour session is designed for the district and building level technology support staff. This session will cover upkeep and troubleshooting techniques, and will establish roles and responsibilities for the technology portion of the implementation.

Reading Coaches Training

This three-hour session is targeted to provide the district-based coaches with an in-depth understanding of the TutorMate programs, building internal district capacity to support an on-going implementation. Coaches will receive tools to help monitor and support the implementation and interpret program data.

TutorMate® Initial Implementation Training

These group sessions are designed to prepare and motivate teachers to implement the Teacher and Student Portals of TutorMate® in their classrooms with confidence and ease. The training days include discussion of literacy strategies and best practices, hands-on practice and experience with the tools, integration of the program into the classroom day, alignment with school/district curriculum, state and national standards and with classroom materials, discussion of scheduling, implementation goal setting, and selecting/modeling class activities.

On-Site Support Sessions

These sessions are highly customized-providing the teachers with individualized support and tools. Most K-1 classes will be visited monthly; classrooms needing additional support may be visited on a more frequent basis. Each session will include a brief administrator meeting to discuss observations and challenges. IFL agrees to provide professional development to all classroom teachers and instructional staff supporting the implementation of TutorMate®.

Sessions may include:

- Grade level meetings: IFL staff will meet with grade-level teams and discuss getting started with TutorMate's® Teacher and Student portals and IFL tutoring, classroom management best practices, and differentiating activities for student needs.
- In-Class coaching and modeling: IFL staff will meet with teachers individually to model lessons, provide feedback and assist in instructional planning. Customized, individualized attention for each teacher in the context of the classroom ensures the effectiveness of each implementation. In-Class coaching devotes a high focus of time spent on implementing the Teacher and Student portals in grades K and 1st.
- Differentiating Instruction using Teacher and Student portals: IFL staff will work directly with the classroom teacher (with a focus on K-1 classes), looking at classroom data, student achievement and strengths and weaknesses, collaborating with the teacher to make recommendations for effective differentiation.
- Reviewing and incorporating student assessment data into the system.
- Observation and collaboration and analysis: IFL staff will observe literacy instructional time and provide feedback, coaching, and recommendations for improvement.
- Individualized support: Provided as needed for additional support for teachers.

Leader's Project Review Sessions/End of Year Wrap-up

These sessions are designed to provide the District and Building leaders a line of sight into the program and implementation. During these sessions, there will be a discussion on challenges, successes, and data review.

Proposed Training Schedule

Participants	Session	When	Format	Duration
All Staff	IFL Orientation	Late Spring 2016	Webinar	45 minutes
Administrators	Leaders' Workshop	October 2016	On-site	2 hours
Reading Coaches and District Staff	Quarterly Workshops	August, November, February, May	On-site	3 hours each
New K-1 Teachers	Initial implementation training	Week of 9/5/2016 2 two day sessions: 9/6-7 and 9/8-9	On-Site	2 days
Returning K-1 Teachers	New Capability and Refresher	Week of 09/12/2016 2 one day sessions: 9/13 and 9/14	On-Site	1 day
K-1 Teachers	On-Site TA Support	September 2014 – May 2015	On-Site	Based upon assignment
District Literacy Team	Implementation Status Updates	BOY, MOY and EOY	On-Site	3 hours
District Leadership	Status Executive Briefing	3/2017	On-Site	2 hours

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 May 31, 2016.

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 June 2016. This is important due to new functionality becoming available in the Fall 2016 and to facilitate effective planning for implementation in Fall 2016. Multiple time slots will be provided.

Schedule and provide for IFL to conduct mandatory, on-site Teacher Training in September 2016 (2 day mandatory training for new K-1 teachers and 1 day for returning teachers).

Schedule and provide for IFL to conduct mandatory, on-site two hour Principal Training in October 2016.

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).

IFL INVESTMENT SUMMARY**Date:** May 5, 2016**District:** Broward County Public School District
600 SE Third Ave.
Ft. Lauderdale, FL 33301

Unit Description	Number of Units	Cost per Unit	Total Investment
TutorMate License Fee	1	\$205,000.00	\$205,000.00
F/T Teacher Ambassador to provide Professional Development and Coaching	2	\$80,000.00	\$160,000.00
Investment Summary			\$365,000.00

Prepared by: Kim Whitten
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