

# **FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, 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

**UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**  
(hereinafter referred to as “UF-JPLC”)  
Having its principal place of business at  
1403 Norman Hall PO BOX 117050, Gainesville, FL 32611.

**WHEREAS**, SBBC and UF-JPLC entered into an Agreement dated June 12, 2018, (hereafter “Agreement”); and

**WHEREAS**, the Agreement entered into between SBBC and UF-JPLC outlined the elements of a collaboration to provide intensive professional development, coaching, and support within the SBBC school district in order to adopt the use of evidence-based curricula and instructional methods, and support the teacher’s use of literacy data; and

**WHEREAS**, the James Patterson Literacy Challenge offers schools professional development for their teachers and leaders to more effectively meet the literacy needs of their students; and

**WHEREAS**, the James Patterson Literacy Challenge will support the ongoing professional learning activities in each participating school, provide personalized online professional development for all invited teachers and school leaders, and guide participating schools in the development of a summer literacy program to support sustainable, cost-effective, ongoing professional development and coaching for teachers along with local, direct intervention for struggling readers; and

**WHEREAS**, SBBC and UF-JPLC wish to expand the current program to serve up to a total of ten (10) elementary schools; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement on through this First Amendment to Agreement (hereafter “First Amendment”).

**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.

1.02 **Term of Agreement.** Pursuant to Article 2.01, the term of the Agreement is hereby extended from July 1, 2020 through October 31, 2020, unless terminated earlier pursuant to Article 3.05 Termination of the Agreement.

1.03 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

**The following provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:**

2.02 **Deliverables-UF-JPLC:**

3. Provide the teachers and other key staff of the participating school with:
- a. Staff development and technical assistance on proven and research-based literacy assessment, instruction, and intervention practices through a five-day Summer Institute in 2018, 2019, and 2020 along with at least four additional days during the 2018-2019, 2019-2020, and 2020-2021 school year.
  - b. Ongoing, school-based technical assistance with individual teachers or grade-level teams to support the implementation of these practices.
  - c. Access to high quality online professional development resources.
  - d. A scholarship to cover tuition and books for one teacher at each participating school to complete the 15-credit hour, online Dyslexia Graduate Certificate at the University of Florida.
4. Provide select SBBC staff of the Exceptional Student Learning Support Division with :
- a. Staff development and technical assistance on proven and research-based literacy assessment, instruction, and intervention practices through a five-day Spring Institute in 2019 and 2020.

- b. Ongoing, district-based technical assistance to support the implementation of these practices.

**2.03 Deliverables-SBBC and Program Timeline - UF-JPLC and SBBC:**

**(a) In-kind Financial / Resource Commitments**

- 1) Provide stipends for teachers from participating schools to attend the Summer Institute and any other professional development activities that are planned for outside contracted hours for school personnel.
- 2) Provide appropriate classroom space or school facilities and equipment (e.g., projectors) necessary to deliver the Summer Institute.
- 3) Provide space and equipment for ongoing follow-up professional development at each participating school.

- (b) SBBC-School Section:** SBBC will collaborate with UF-JPLC to recruit up to ten schools to participate in the James Patterson Literacy Challenge across two clusters of schools – the initial piloting cluster and the expansion cluster.

**(c) Program Timeline - UF-JPLC and SBBC**

- 1) **Application - May 2018**
  - (i) Identify a cluster of approximately 3 target schools
  - (ii) Conduct comprehensive guided self-study in each target school
  - (iii) Develop each school’s Literacy Acceleration Plan with school personnel
- 2) **Summer 2018**
  - (i) Implement first Summer Institute with initial cluster
  - (ii) Invite school personnel to visit Summer Adventures in Literacy program at PK Yonge DRS
  - (iii) Guide schoolwide planning for 2018-19 school year
- 3) **Late Fall 2018 and Spring 2019:**
  - (i) District identifies schools it considers to be candidates for program expansion.

- (ii) Identified schools attend a JP Literacy Challenge Overview
  - (iii) February 1, 2019: Application for new schools is due
  - (iv) February 19, 2019: Schools are selected for the expansion cluster
  - (v) March 15, 2019: Self-study process will begin on expansion cluster
  - (vi) Conduct a comprehensive guided self-study at each targeted school
  - (vii) Gradual release of responsibility for ongoing professional learning for original two schools (Castle Hill, Larkdale)
  - (viii) Implement Spring Institute with district staff
- 4) **Summer 2019:**
- (i) Implement Summer Institute for all schools in the program
  - (ii) Invite school personnel to visit Summer Adventures in Literacy program at PK Yonge DRS
  - (iii) Guide school-wide planning for 2019-2020 school year
- 5) **Fall 2019 – Spring 2020:**
- (i) Implement online PD activities for all schools
  - (ii) Implement additional professional learning activities (e.g., Research-in-Action Days at PKY, professional reading discussion groups)
  - (iii) Provide ongoing, classroom-based support and coaching from Master Teachers
  - (iv) Gradually release responsibility to initial cluster schools for ongoing professional learning activities
  - (v) Implement Spring Institute with district staff
  - (vi) Provide ongoing, district-based technical assistance for SBBC staff
- 6) **Summer 2020:**
- (i) Implement Summer Institute for expansion schools

- (ii) Guide school-wide planning for 2020-2021 school year

7) **Fall 2020:**

- (i) Implement online PD activities for expansion schools
- (ii) Implement additional professional learning activities (e.g., Research-in-Action Days at PKY, professional reading discussion groups) for expansion schools
- (iii) Provide ongoing, classroom-based support and coaching from Master Teachers for expansion schools
- (iv) Provide ongoing, district-based technical assistance for SBBC staff
- (v) Gradually release responsibility to expansion cluster schools for ongoing professional learning activities

1.04 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; **then**
- b) the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.06 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to 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 First Amendment to Agreement.

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

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

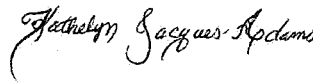
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-  
Adams, Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: University of Florida Board of  
Trustees  
Date: 2019.05.21 12:40:53 -04'00'

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

FOR UF-JPLC:

(Corporate Seal)

ATTEST:

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By

*Handwritten signature of Lisa C. Stroud*

Signature

Printed Name:

Lisa C Stroud

Title:

Associate Director

\_\_\_\_\_, Secretary

-OR-

Witness

*Handwritten signature of W. Walker Pheasant*

W. Walker Pheasant

Witness

*Handwritten signature of Z.A. Dupee*

Z.A. Dupee

STATE OF Florida

COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 7th day of June, 2019 by Lisa Stroud of

University of Name of Person

Florida Board of Trustees on behalf of the corporation/agency. He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. \_\_\_\_\_ Type of Identification

My Commission Expires:

09/06/2022

*Handwritten signature of Anastasia Judd*  
Signature – Notary Public

Anastasia Judd  
Printed Name of Notary

(SEAL)

GG 256314  
Notary's Commission No.

