

## **FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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

### **CHILDREN'S LITERACY INITIATIVE CORPORATION**

(hereinafter referred to as "CLI"),  
having its principal place of business at  
990 Spring Garden Street, Suite 400  
Philadelphia, Pennsylvania 19123

**WHEREAS**, CLI is a non-profit organization helping district partners and educators serve high-need student populations in learning high-impact instructional strategies to nurture dynamic professional learning communities, and create sustainable organizational processes that further the goal of improving schools; and

**WHEREAS**, CLI received a 2016 U.S. Department of Education i3 Scale Up Grant ("Grant") and initially worked in seven (7) SBBC elementary schools for three (3) years under the Grant; and

**WHEREAS**, SBBC and CLI entered into an Agreement dated March 31, 2020 (hereafter "Agreement"); and

**WHEREAS**, the Agreement is a continuation of services provided under the Grant and expands CLI's work to other SBBC elementary schools to continue providing one-on-one job embedded coaching of teachers; leading grade-level meetings; supporting the development of principals; building leaders and coaches; providing seminars on research-based early literacy best practices; and outfitting classrooms with high-quality books and literacy materials; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement to revise its term and update the cost of services.

**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 are hereby acknowledged, the parties hereby agree as follows:

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

The following provisions delete and replace the respective provisions in the Agreement as follows:

- 2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2019 and conclude June 30, 2021.
- 2.02 **Description of Goods or Services.** The service model takes a comprehensive approach to school improvement, focused on building teacher capacity, coaching capacity and leadership capacity as detailed in this section and in accordance with **Revised Attachment A**. For each year of the Agreement, the services will include:
  - (a) 1 full-time CLI Early Literacy Coach
  - (b) Ongoing Small Group Coaching
  - (c) 2 Full-Day Seminars
  - (d) 2 Family Literacy Nights
  - (e) 2 Lesson Study Cycles
  - (f) 4 Walkthroughs
  - (g) 3 Principal & Cadre Meetings with all CLI served schools
  - (h) 3 Leadership Team Meetings
  - (i) 3 Reviews of Progress
  - (j) 5 Coaching Collaboration Days with all school based and CLI coaches
  - (k) Schools that will receive CLI services are:

2019-2020	2020-2021
1. Broward Estates Elementary	1. Broward Estates Elementary
2. Deerfield Beach Elementary	2. Deerfield Beach Elementary
3. Morrow Elementary	3. Morrow Elementary
4. Oakridge Elementary	4. Oakridge Elementary
5. Rock Island Elementary	5. Rock Island Elementary
6. Tedder Elementary	6. Tedder Elementary
7. Village Elementary	7. Village Elementary
8. North Lauderdale Pre K-8	

- 2.03 **Cost of Services.** The amount for services rendered in fiscal year July 1, 2019 through June 30, 2020 is Nine Hundred Eighty-one Thousand, Eight Hundred Sixty-four Dollars and 00/100 Cents (\$981,864). The amount for services rendered in fiscal year July 1, 2020 through June 30, 2021 is Nine Hundred Seven Thousand Dollars and 00/100 Cents (\$907,000). SBBC shall pay CLI the total cost of services for the Agreement term of One Million Eight Hundred Eighty-eight Thousand Eight



Hundred Sixty-four Dollars and 00/100 Cents (\$1,888,864) as described in **Revised Attachment A**.

1.03 **Revised Attachments.** **Attachment A** in the Agreement is deleted and replaced with **Revised Attachment A** and all references in the Agreement to **Attachment A** will be deemed references to **Revised Attachment A**.

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 IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:

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

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

**FOR CLI:**

(Corporate Seal)

CHILDREN'S LITERACY INITIATIVE CORPORATION

ATTEST:

By Joel Zarrow  
Signature

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

Printed Name: Joel Zarrow

-or-

Title: CEO

Helen Nadel  
Witness

Frank Grossman  
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.**

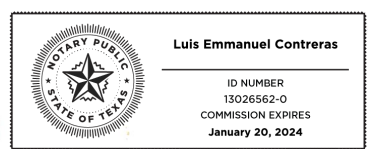
STATE OF Texas

COUNTY OF Kaufman

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 09/07/2020 (date) by Frank Grossman (name of officer or agent, title of officer or agent) of CLI (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Penn DL (type of identification) as identification and who  did/ did not first take an oath this 7th day of September, 2020.

My Commission Expires:  
01/20/2024

Luis Emmanuel Contreras  
Signature – Notary Public



(SEAL)

Luis Emmanuel Contreras  
Notary's Printed Name

13026562-0  
Notary's Commission No.

Notarized online using audio-video communication



## Attachment A (Revised)

# Broward County Public Schools Budget for 19-20 & 20-21 School Years

### | About Our Partnership

In 2015, CLI received a U.S. Department of Education i3 Scale-Up grant to work in seven BCPS elementary schools. As part of the grant, CLI provides one-on-one job embedded coaching to teachers; leads grade-level meetings; supports the development of principals, building leaders, and coaches; provides seminars on research-based early literacy best practices; and outfits classrooms with high-quality books and literacy materials.

CLI works collaboratively with all levels of BCPS to strengthen the implementation of the district's early literacy vision of quality balanced literacy instruction in all schools. CLI has forged deep partnerships with the central office to ensure alignment to district priorities. CLI works collaboratively with principals to identify areas of strengths and needs in a building to maintain the coherence of schools' professional development. Teachers do not get "another thing" put on their plates, but rather a highly trained coach to help them implement the district's approach to early literacy. The partnership has resulted in gains in both student achievement and teacher practice.

### | Building Capacity

Schools will continue their engagement with a full-time coach on-site in 8 schools during the 2019-2020 school year and 7 schools during 2020-2021 across 4 Cadres, and continued work with the BCPS site-based coach to build coaching capacity, deepen impact, and build sustainability.

The service model takes a comprehensive approach to school improvement, focused on building teacher capacity, coaching capacity and leadership capacity.

- 1 Full-Time CLI Early Literacy Coach
- Ongoing Small Group Coaching
- 2 Full-Day Seminars
- 2 Family Literacy Nights
- 2 Lesson Study Cycles
- 4 Walkthroughs
- 5 Principal & Cadre Meetings with all CLI served schools
- 4 Leadership Team Meetings
- 2 Reviews of Progress
- 5 Coaching Collaboration Days with all school based and CLI coaches

### | In-Person or Virtual

All services can be provided in-person, online or through a blended approach. As BCPS schools adapt to new and changing circumstances, we provide essential support to keep focused on great instruction.





# Broward County Public Schools Budget for 19-20 School Year

<b>Professional Development Events</b>	<b>Total</b>
<p><b>Seminars</b> Seminars for teachers focused on research-based instructional practices linked to improved student early literacy. Teachers have the opportunity to learn best practices, observe video demonstrations, and engage with each other, focused on building understanding.</p>	\$34,000.00
<p><b>Principal Meetings</b> Participating principals come together several times a year to learn the competencies of effective early literacy leadership, including learning the key look-fors of research base practice and providing actionable feedback for improvement.</p>	\$7,000.00
<p><b>Leadership Team Meetings</b> School centered quarterly meeting with the Literacy Leadership Team (Principal, AP, Literacy Coach, ELS, CLI Regional Manager). Review of implementation successes, challenges, strategic action planning, &amp; student data review.</p>	\$7,200.00
<p><b>Review of Progress Meeting</b> Structured opportunities for literacy coaches, site leaders and district administrators to examine evidence of progress, identify areas of strength and areas for improvement. ROPs occur 2 times per year to serve as a mid-course and end-of-year review.</p>	\$2,800.00
<p><b>Coaching &amp; Ongoing Teacher Support</b></p>	<b>Total</b>
<p><b>ELS &amp; PD Coaching</b> Direct coaching support from a full-time Early Literacy Specialist for the teachers in seven participating schools, and a Professional Developer at North Lauderdale Elementary. All CLI coaches are experienced teachers with deep early literacy and coaching expertise.</p>	\$765,550.57
<p><b>Lesson Study Cycle</b> Lesson study is a Japanese model of teacher-led, longterm professional development &amp; research in which teams collaboratively plan, research, and study their lesson instruction as a way to determine how students learn best. Lesson study allows teachers to take ownership over lesson design and shift focus from teacher's actions to students' responses.</p>	\$1,400.00
<p><b>Other Services</b></p>	<b>Total</b>
<p><b>Collaboration Days</b> During Collaboration Days, BPCS coaches have the opportunity to hone their teaching and coaching skills in a classroom environment with the support of their peers and CLI. Collaboration days also provide BCPS coaches an opportunity to observe CLI coaching sessions and engage in conversations regarding how best to target coaching to meet the needs of BCPS classrooms.</p>	\$3,500.00
<p><b>Family Literacy Night</b> Two times per year, schools are assisted to conduct a Family Literacy Night. Parents and guardians learn the basics of reading development, how to select "just-right" books, and how to use read aloud time as an opportunity to foster a love of reading and learning. Families take home a book and related materials.</p>	\$3,500.00
<p><b>Literacy Materials</b> High-quality books and materials provided to classrooms in order to improve literacy environments and access to resources where needed.</p>	\$61,810.00
<p><b>Project Support &amp; Supervision</b></p>	\$106,429.17
<p><b>Administrative Cost (15%)</b> <i>Keeping in line with the "gold-standard" in non-profits, with 85% of all costs allocated to direct services, CLI includes 15% in administrative costs to all its projects to cover overhead associated with running an organization (e.g. rent, utilities, research and development, executive salaries, marketing, etc).</i></p>	\$88,674.26
<p><b>CLI Fundraising</b></p>	( – \$100,000.00)
<p><b>Total</b></p>	<b>\$981,864.00</b>



# Broward County Public Schools Budget for 20-21 School Year

<b>Professional Development Events</b>	<b>Total</b>
<p><b>Seminars</b> Seminars for teachers focused on research-based instructional practices linked to improved student early literacy. Teachers have the opportunity to learn best practices, observe video demonstrations, and engage with each other, focused on building understanding.</p>	\$26,600.00
<p><b>Principal Meetings</b> Participating principals come together several times a year to learn the competencies of effective early literacy leadership, including learning the key look-fors of research base practice and providing actionable feedback for improvement.</p>	\$5,250.00
<p><b>Leadership Team Meetings</b> School centered quarterly meeting with the Literacy Leadership Team (Principal, AP, Literacy Coach, ELS, CLI Regional Manager). Review of implementation successes, challenges, strategic action planning, &amp; student data review.</p>	\$6,300.00
<p><b>Review of Progress Meeting</b> Structured opportunities for literacy coaches, site leaders and district administrators to examine evidence of progress, identify areas of strength and areas for improvement. ROPs occur 2 times per year to serve as a mid-course and end-of-year review.</p>	\$8,400.00
<b>Coaching &amp; Ongoing Teacher Support</b>	<b>Total</b>
<p><b>ELS Coaching</b> Direct coaching support from a full-time Early Literacy Specialist for the teachers in seven participating schools. All CLI coaches are experienced teachers with deep early literacy and coaching expertise.</p>	\$708,750.00
<p><b>Lesson Study Cycle</b> Lesson study is a Japanese model of teacher-led, longterm professional development &amp; research in which teams collaboratively plan, research, and study their lesson instruction as a way to determine how students learn best. Lesson study allows teachers to take ownership over lesson design and shift focus from teacher's actions to students' responses.</p>	\$9,800.00
<b>Other Services</b>	<b>Total</b>
<p><b>Collaboration Days</b> During Collaboration Days, BPCS coaches have the opportunity to hone their teaching and coaching skills in a classroom environment with the support of their peers and CLI. Collaboration days also provide BCPS coaches an opportunity to observe CLI coaching sessions and engage in conversations regarding how best to target coaching to meet the needs of BCPS classrooms.</p>	\$31,500.00
<p><b>Family Literacy Night</b> Two times per year, schools are assisted to conduct a Family Literacy Night. Parents and guardians learn the basics of reading development, how to select "just-right" books, and how to use read aloud time as an opportunity to foster a love of reading and learning. Families take home a book and related materials.</p>	\$7,000.00
<p><b>Project Support &amp; Supervision</b></p>	\$124,629.17
<p><b>Administrative Cost (15%)</b> <i>Keeping in line with the "gold-standard" in non-profits, with 85% of all costs allocated to direct services, CLI includes 15% in administrative costs to all its projects to cover overhead associated with running an organization (e.g. rent, utilities, research and development, executive salaries, marketing, etc):</i></p>	\$78,770.83
<p><b>CLI Fundraising</b></p>	(- \$100,000.00)
<p><b>Total</b></p>	<b>\$907,000.00</b>