

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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”),  
whose principal place of business is  
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.

**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 as part of the Grant. CLI has now expanded its work to eight (8) SBBC elementary schools and continues providing one-on-one job embedded coaching to teachers; lead grade-level meetings; supporting the development of principals, and 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**, CLI works collaboratively with all levels of SBBC to strengthen the implementation of SBBC’s early literacy vision of quality literacy instruction in all schools; and

**WHEREAS**, CLI desires to place a full-time coach on-site in these eight (8) schools and work with the SBBC site-based coach to build coaching capacity, deepen impact, and build sustainability; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived for SBBC’s purchase of educational services; and

**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:

## 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 July 1, 2019 and conclude on June 30, 2020.

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 **Attachment A**.

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

2.03 **Cost of Services.** SBBC shall pay CLI the amount of Nine Hundred Eighty-one Thousand, Eight Hundred Sixty-four Dollars and 00/100 Cents (\$981,864), as described in **Attachment A**, for one-on-one job embedded coaching of teachers; leading grade-level meetings; supporting the development of principals, and building leaders and coaches; providing seminars on research-based early literacy best practices; and outfitting classrooms with high-quality books and literacy materials.

### 2.04 **SBBC Disclosure of Education Records**

- (a) SBBC will provide CLI with:
  - 1. The personally identifiable education records listed in this section to facilitate the coaching and guidance of the teachers to improve lesson planning, instruction, and intervention.

2. The de-identified education records listed in this section to measure effectiveness of program implementation, who will in turn share this with their funders and partners.
- (b) SBBC will provide CLI with:
1. The following personally identifiable education records, including but not limited to:
    - i. Student First and Last Name
    - ii. Student Grade Level
    - iii. Student Demographic Information (including Ethnicity, English Language Learners Status, Exceptional Student Education Participation)
    - iv. Student Reading and Writing performance from the following sources:
      - 1) Benchmark Assessment System (BAS) Pre and Post
      - 2) Classroom Formative Assessments
      - 3) Florida Standards Assessment
      - 4) Primary Reading Test
      - 5) Progress Monitoring Assessments Pre and Post
  2. The following de-identified education records:
    - i. Benchmark Assessment System (BAS) Pre and Post
    - ii. Classroom Formative Assessments
    - iii. Florida Standards Assessment
    - iv. Primary Reading Test
    - v. Progress Monitoring Assessments Pre and Post
- (c) The following FERPA exceptions to consent will apply:
1. CLI is considered a "school official" with a legitimate educational interest to receive SBBC student education records for the purposes listed in this section. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 years or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.
  2. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(b)(1), the de-identified SBBC education records listed in this section may be provided to CLI without prior parental consent. To provide meaningful results and protect the privacy of individual students, data are not reported when the total number of students in a group is less than 10. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures beyond those listed in this section.

## 2.05 CLI Confidentiality of Education Records.

- (a) Notwithstanding any provision to the contrary within this Agreement, CLI shall:
1. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2. hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
  3. ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
  4. safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
  5. utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
  6. notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
  7. fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
  8. prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
  9. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
  10. provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
  11. securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

- (c) CLI shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **SBBC Disclosure of Employee Records.**

- (a) SBBC will provide to CLI the Employee Records listed in this section for the following purposes:
1. To record work and progress in coaching logs and lesson planning cycle documentation in CLI's online coaching portal.
  2. To monitor program effectiveness and improve program services
- (b) SBBC will provide to CLI with the following Employee Records:
1. Name of School
  2. Teacher Last Name
  3. Teacher First Name
  4. Teacher Grade Level
  5. Pre and Post Surveys (including classroom practices and literacy program implementation)
  6. CLI shall only use the employee records listed in this section for the stated purposes. Any use other than those listed in this section will require prior written consent of the employee, except as required or allowable by law.

2.07 **CLI Safeguarding Confidential Employee Records.** Notwithstanding any provision to the contrary within this Agreement, CLI shall:

- (a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;
- (b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;
- (c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;
- (d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;
- (e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

- (f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and
- (g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.08 **CLI's IRB Participation**: Primary Investigators of research or program evaluation studies conducted by CLI that impact the daily activities of students, parents or staff, or require use of data from these same individuals must submit a research request to SBBC's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The SBBC's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure: (a) the purpose, scope, limitations, and duration of study is clearly outlined; (b) the protection of human subjects in the research process; (c) personally identifiable information (PII) is only used for purposes of the identified study; (d) PII is only used by representatives of the organization identified in this agreement; and (e) the safe and confidential storage and transmittal of education records. The type of personally identifiable student information to be disclosed by SBBC to CLI is described in Sections 2.04 (b) and 2.06 (b). Reporting shall commence on July 1, 2019 and conclude June 30, 2020. CLI acknowledges and agrees that it may use non-identifiable information from education records only to meet the purpose or purposes of the study as stated in this Agreement. CLI agrees that it will destroy or return any disclosed information to SBBC when no longer needed for the purposes of reporting to external funders. CLI shall submit all educational research to SBBC's Institutional Review Board ("IRB") for review and prior approval. CLI shall comply with all requirements of the IRB. Questions regarding this process may be directed to [BCPS.IRB@browardschools.com](mailto:BCPS.IRB@browardschools.com).

2.09 **Inspection of CLI Records by SBBC**. CLI 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 CLI's applicable 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 the applicable business records of CLI directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **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 CLI'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 CLI pursuant to this Agreement.

(b) **Notice of Inspection**. SBBC's agent or its authorized representative shall provide CLI reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to CLI'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.

(d) Failure to Permit Inspection. Failure by CLI 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 SBBC's denial of some or all of any CLI's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by CLI in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by CLI. If the audit discloses billings or charges to which CLI is not contractually entitled, CLI shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, CLI 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 CLI 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 Payees' costs from amounts payable by SBBC to CLI pursuant to this Agreement and such excluded costs shall become the liability of CLI.

(g) Inspector General Audits. CLI 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.

2.10 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 CLI: Frank Grossman – Chief Academic Officer  
Children's Literacy Initiative Corporation  
990 Spring Garden Street  
Suite 400  
Philadelphia, Pennsylvania 19123

2.11 **Background Screening.** CLI shall 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 CLI or its personnel providing any services under the conditions described in the previous sentence. CLI 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 CLI and its personnel. The parties agree that the failure of CLI 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. CLI 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 CLI's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.12 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CLI shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CLI's shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CLI's shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CLI's does not transfer the public records to SBBC. Upon completion of the Agreement, CLI shall transfer, at no cost, to SBBC all public records in possession of CLI or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CLI transfers all public records to SBBC upon completion of the Agreement, CLI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CLI keeps and maintains public records upon completion of the Agreement, CLI shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC 's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.13 **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, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By CLI: CLI 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 CLI, its agents, servants or employees; the equipment of CLI, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of CLI or the negligence of CLI'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 CLI, SBBC or otherwise.

2.14 **Insurance Requirements.** CLI shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** CLI shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** CLI shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** CLI shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** CLI shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by CLI to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit CLI to remedy any deficiencies. CLI must verify its

account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) **Cancellation of Insurance.** CLI is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.15 **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.

2.16 **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.

2.17 **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.

2.18 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **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  
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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 Agreement.

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 **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 thirty (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.

3.05 **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. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. 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 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **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.

3.08 **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **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.

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

3.11 **Assignment.** Neither this Agreement nor 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.

3.12 **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **Agreement 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.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **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.

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

**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:



Digitally signed by Maya A. Moore  
Reason: Children's Literacy  
Initiative Corporation Agreement  
Date: 2020.03.05 15:25:36 -05'00'

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

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

**FOR CLI:**

(Corporate Seal)

Children's Literacy Initiative Corporation

ATTEST:

Christopher Frosch  
CHRISTOPHER FROSCH, Secretary  
-or-

By [Signature]

Name: Frank Grossman

Title: CAO

\_\_\_\_\_  
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.**

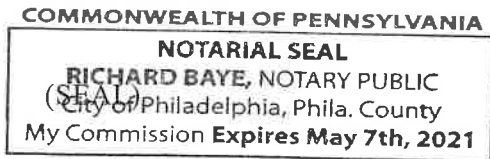
STATE OF PA

COUNTY OF DELAWARE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Frank Grossman of CLI, on behalf of the  
Name of Person Name of Corporation or Agency  
corporation/agency. Hershel is personally known to me or produced  
PAID as identification and did/did not first take an oath.  
Type of Identification

My Commission Expires:

[Signature]  
Signature - Notary Public



RICHARD BAYE  
Printed Name of Notary

05-07-2021  
Notary's Commission No.

# Attachment A



## Broward County Public Schools ELS Project

### About Our Partnership

In 2015, CLI received a U.S. Department of Education i3 Scale-Up grant to work in seven SBBC 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.

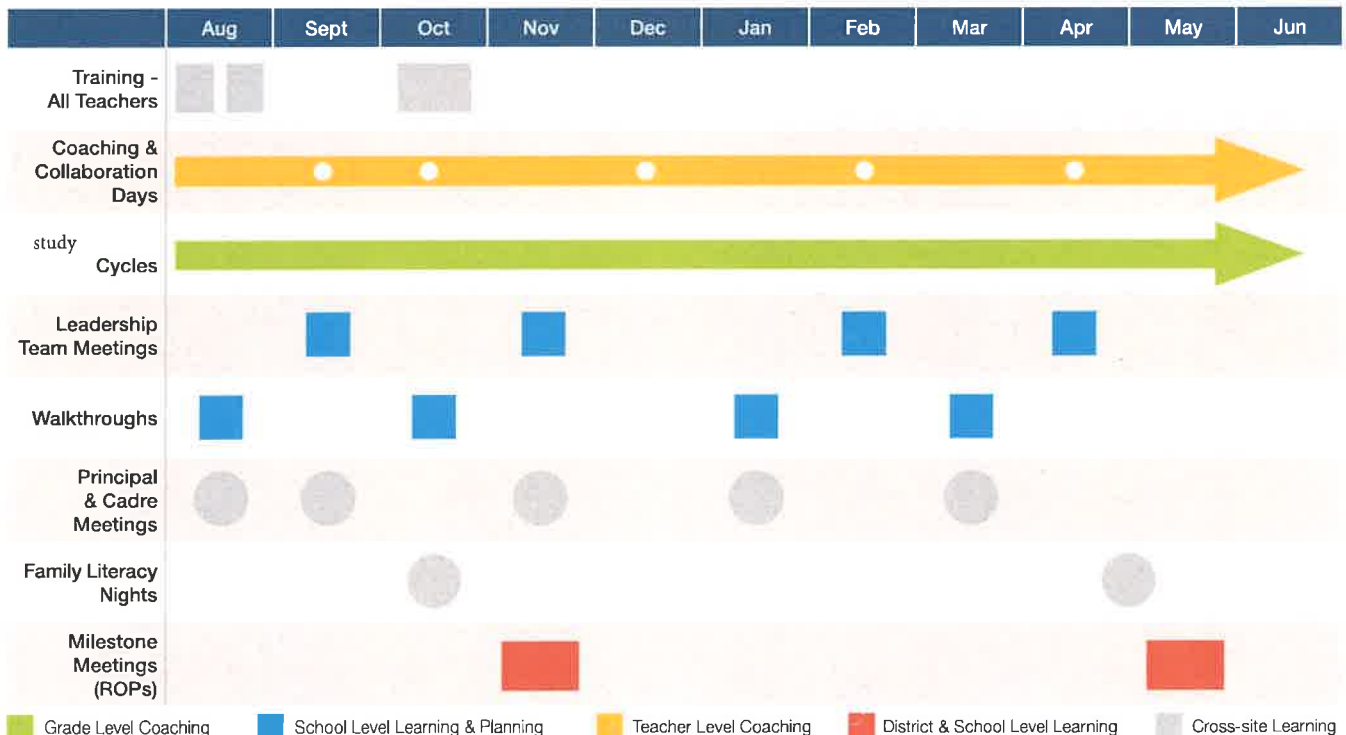
CLI works collaboratively with all levels of SBBC to strengthen the implementation of the district's early literacy vision of quality balanced literacy instruction in all schools. CLI has forged deep partnerships with the central office to ensure alignment to district priorities. CLI works collaboratively 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

CLI will place a full-time coach on-site in 7 schools, across 4 Cadres, as well as work with the SBBC 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
- 3 Principal & 2 Cadre Meetings with all CLI served schools
- 3 Leadership Team Meetings
- 3 Reviews of Progress
- 5 Coaching Collaboration Days with all school-based and CLI coaches





# Attachment A



## Broward County Public Schools ELS & North Lauderdale

### ELS Schools & Services

#### Schools

- Oakridge Elementary
- Morrow Elementary
- Village Elementary
- Broward Estates Elementary
- Deerfield Beach Elementary
- Rock Island Elementary
- Tedder Elementary

#### Full Time Early Literacy Specialist (ELS)

Embedded literacy coach at the school site; 5 days a week; 7-7.5 hours per day (depending on teacher contracted hours); weekly content focused coaching with 16-18 teachers (coaching was operationalized across all school coaches by the Principal & approved by the Cadre Director)

#### Small Group Coaching

Coaching for groups of teachers. Support for grade level team meetings, PLCs, and mini professional development. Plans with literacy leadership team to set goals, outcomes, and topics based on students & teacher need.

#### Seminars

- Classroom Culture & Environment (August 2019)
- Guided Reading (October 2019)
- Future Seminars to be determined based on school need & collaboration with Cadre Directors

#### Leadership Team Meetings (LTM)

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, & student data review.

### North Lauderdale Services

#### Seminars

- Classroom Culture & Environment
- Guided Reading

#### Coaching

- Kindergarten (18 hours per teacher)
- 2nd Grade (30 hours per teacher)

#### Lesson Study Cycles

Lesson study is a Japanese model of teacher-led, long-term professional development & 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.

#### Key Points

- Lesson study cultivates the professional learning community, collaboration and values teaching and teachers.
- Lesson study not only allows for collaboration around lesson planning (which many schools already do) but takes it a step further and creates structure for teachers to collaborate on implementation and revision.
- Lesson study provides a new learning structure that utilizes data to inform efforts at growth and improvement
- Lesson study values long term learning as well as daily instruction

In a lesson study, teachers carefully explore how student learning, thinking and behavior change as a result of the lesson. The practice of lesson study can lead to instructional improvement as teachers become more knowledgeable about how their students learn and think and how instruction effects student thinking.

#### Data Requested for Continuous Improvement

For the purpose of focusing on cycle of continuous improvement CLI will receive BAS and iReady data from the above named schools three times during the school year.

# Attachment A



## Broward County Public Schools ELS & North Lauderdale

### Early Literacy Seminars

Each year, teachers will participate in two full-day seminars focused on core instructional practices that are demonstrably 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 of key early literacy best practices.

### Instructional Coaching

Even the best seminars are not enough to ensure that good ideas translate into good practice. Every kindergarten through 5<sup>th</sup> grade teacher receives one-on-one coaching. As with students, all teachers have areas of strength and areas to strengthen. Embedded coaching allows for differentiation and real-time application.

### Review of Progress

Reviews of Progress give the network of participating schools an opportunity to step back and ask critical questions of each other, examine evidence, and make improvements. Are our students on track? What are we doing that is making a difference? What do we need to do better? School teams act as critical friends with each other, sharing what is working and building transparency and accountability.

### Collaboration Days

During five-hour Collaboration Days, SBBC 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 SBBC coaches an opportunity to observe CLI coaching sessions and engage in conversations regarding how best to target coaching to meet the needs of SBBC classrooms.

### Grade Level Meetings/Small Group Coaching

CLI works with a group of teachers during grade level meetings/common planning time on lesson and unit planning. Sessions focus on exploring and connecting WHAT teachers are teaching, WHY they are teaching it, and HOW they are teaching it. Professional developers will facilitate conversations on crafting literacy objectives, reviewing student data, and differentiating instruction to meet the needs of diverse learners.

### Family Literacy Nights

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.

### Lesson Study Cycle

Two Lesson Study Cycles per school. Lesson study is a professional development process facilitated by a CLI professional developer that has teachers in grade level cohorts engage in a systematic examination of teacher practice and student learning.

### Principal Meetings

Participating principals come together three times a year to learn the competencies of effective early literacy leadership, including learning the key performance indicators of research-based practice and providing actionable feedback for improvement.

### Leadership Team Meetings (LTMs)

These quarterly meetings provide an opportunity for multiple school-based stakeholders to come together to focus on teacher practice and student outcome data, and to use that data to examine and adjust the school's literacy instruction. CLI and principals agree on the data that will be reviewed before the meeting. The purpose of the LTM is to build the principal's and leadership team's:

- Capacity to review data and progress monitor
- Early literacy knowledge
- Familiarity with initiative

### Walkthrough

In the weeks that follow a Principal meeting, CLI will participate in walkthroughs with principals, assistant superintendents, and other district literacy leaders. The purpose of the walkthrough is to:

- Align CLI and principal's early literacy vision
- Build principal's capacity of early literacy
- Build principal's capacity of the initiative



## Attachment A

## Broward County Public Schools ELS 2019-20 Budget

### Full Time Early Literacy Specialist (ELS)

Embedded literacy coach at the school site; 5 days a week; 7-7.5 hours per day (depending on teacher contracted hours); weekly content focused coaching with 16-18 teachers (coaching was operationalized across all school coaches by the Principal & approved by the Cadre Director)

### Small Group Coaching

Coaching for groups of teachers. Support for grade level team meetings, PLCs, and mini professional development. Plans with literacy leadership team to set goals, outcomes, and topics based on students & teacher need.

### Data Requested for Continuous Improvement

For the purpose of focusing on cycle of continuous improvement CLI will receive BAS and iReady data from the above named schools three times during the school year.

### Seminars

- Classroom Culture & Environment (August 2019)
- Guided Reading (October 2019)
- Future Seminars to be determined based on school need & collaboration with Cadre Directors

### Leadership Team Meetings (LTM)

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, & student data review.

### Lesson Study Cycles

Lesson study is a Japanese model of teacher-led, long-term professional development & 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.

### Lesson Study Key Points

- study cultivates the professional learning community, collaboration, and values teaching & teachers.
- study not only allows for collaboration around lesson planning (which many schools already do) but takes it a step further and creates structure for teachers to collaborate on implementation and revision.
- study provides a new learning structure that utilizes data to inform efforts at growth & improvement
- study values long term learning as well as daily instruction

In a study, teachers carefully explore how student learning, thinking and behavior change as a result of the lesson. The practice of study can lead to instructional improvement as teachers become more knowledgeable about how their students learn and think and how instruction effects student thinking.

School	Full-Time ELS		Principal Meetings		Review of Progress Meetings		study Cycle		Family Literacy Night		Seminar Materials		Leadership Team Meetings	
	Qty.	Cost	Qty./\$250 per mtg.	Cost	Qty./\$400 per mtg.	Total Cost	Qty./\$700 per mtg.	Total Cost	Qty./\$500	Total Cost	Qty./Cost	Total Cost	Qty./\$300 per	Total Cost
Oakridge	1	\$105,750	3	\$750	3	\$1,200	2	\$1,400	2	\$1,000	2/\$1,900	\$3,800	3	\$900
Morrow	1	\$105,750	3	\$750	3	\$1,200	2	\$1,400	2	\$1,000	2/\$1,900	\$3,800	3	\$900
Village	1	\$105,750	3	\$750	3	\$1,200	2	\$1,400	2	\$1,000	2/\$1,900	\$3,800	3	\$900
Broward Estates	1	\$105,750	3	\$750	3	\$1,200	2	\$1,400	2	\$1,000	2/\$1,900	\$3,800	3	\$900
Deerfield	1	\$105,750	3	\$750	3	\$1,200	2	\$1,400	2	\$1,000	2/\$1,900	\$3,800	3	\$900
Rock Island	1	\$105,750	3	\$750	3	\$1,200	2	\$1,400	2	\$1,000	2/\$1,900	\$3,800	3	\$900
Tedder	1	\$105,750	3	\$750	3	\$1,200	2	\$1,400	2	\$1,000	2/\$1,900	\$3,800	3	\$900
<b>Service Totals</b>	<b>7</b>	<b>\$740,250</b>	<b>21</b>	<b>\$5,250</b>	<b>21</b>	<b>\$8,400</b>	<b>14</b>	<b>\$9,800</b>	<b>14</b>	<b>\$7,000</b>	<b>14</b>	<b>\$26,600</b>	<b>21</b>	<b>\$6,300</b>

Services Total	\$803,600.00
Project Support & Supervision	\$124,629.17
Admin. Cost (15%)	\$80,360.00
CLI In-kind Donation	(\$101,389.17)
<b>Grand Total</b>	<b>\$907,200.00</b>



## Attachment A

## Broward County Public Schools North Lauderdale 2019-20 Budget

### North Lauderdale Services

#### Seminars

- Classroom Culture & Environment
- Guided Reading

#### Coaching

- Kindergarten (18 hours per teacher)
- 2nd Grade (30 hours per teacher)

Coaching			Classroom Culture & Environment Seminar			Guided Reading Seminar		
Quantity	Price	Total	Quantity	Price	Total	Quantity	Price	Total
295	\$195	\$57,525	1	\$3,700	\$3,700	1	\$3,700	\$3,700
							<b>Service Total</b>	<b>\$64,925</b>
							<b>Admin. Cost (15%)</b>	<b>\$9,739</b>
							<b>Grand Total</b>	<b>\$74,664</b>