

**AGENDA REQUEST**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

<b>Meeting Date</b> <div style="border: 1px solid black; padding: 2px; text-align: center;">6/06/06</div>	<table style="width: 100%; border: none;"><tr><td style="width: 50%; border: 1px solid black; padding: 5px; text-align: center;"><b>Open Agenda</b> Yes      <input checked="" type="checkbox"/> No</td><td style="width: 50%; border: 1px solid black; padding: 5px; text-align: center;"><b>Time Certain Request</b> Yes      <input checked="" type="checkbox"/> No</td></tr></table>	<b>Open Agenda</b> Yes <input checked="" type="checkbox"/> No	<b>Time Certain Request</b> Yes <input checked="" type="checkbox"/> No	<b>Agenda Item Number</b> <div style="border: 1px solid black; padding: 2px; text-align: center;">E-05</div>
<b>Open Agenda</b> Yes <input checked="" type="checkbox"/> No	<b>Time Certain Request</b> Yes <input checked="" type="checkbox"/> No			

**TITLE:**

Agreement with Teachers' Curriculum Institute for History Alive! Level 1 & 2 Trainings

**REQUESTED ACTION:**

Approve the agreements with Teachers' Curriculum Institute for training history teachers in innovative classroom strategies.

**SUMMARY EXPLANATION AND BACKGROUND:**

On October 21, 2005, the School Board approved the New Teaching American History Grant Application, a three-year grant program, which is currently being implemented. As a part of this grant, the Teachers' Curriculum Institute will provide intensive History Alive! Level 1 & 2 Trainings. Request is being made at this late date due to delay in receiving contracts from the company. Up to 250 elementary, middle, and high school American History teachers can apply for acceptance to the Teaching American History Summer Institute. This training will provide teachers with a series of instructional practices that allow students with diverse learning styles to "experience" history. These teaching methods were developed by teachers who combined educational research and theory with the realities of classroom teaching. Howard Gardner's theory of multiple intelligences, Elizabeth Cohen's research on cooperative group work, and Jerome Bruner's concept of the spiral curriculum form the theoretical backbone for the training programs. Each participant will receive the Six Powerful Teaching Strategies Manual, Interactive Student Notebook Manual, and Using Culminating Projects to Assess Student Learning Manual. These agreements have been reviewed and approved as to form by the School Board Attorney.

**SCHOOL BOARD GOALS:**

- ☒ •Goal One: All students will achieve at their highest potential.
- ☐ •Goal Two: All schools will have equitable resources.
- ☐ •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement.
- ☐ •Goal Four: All stakeholders will work together to build a better school system.

**FINANCIAL IMPACT:**

The financial impact shall not exceed \$43,560.  
The source of funds is the Federal Department of Education Teaching American History Grant (\$20,000) and the Federal Department of Education Title II Grant (\$23,560).  
There is no additional financial impact to the district.

**EXHIBITS: (List)**

Contract: Level 1 Social Studies Alive Workshop, 6/5/06 to 6/7/2006  
Contract: Level 1 Social Studies Alive Workshop, 6/12/06 to 6/14/06  
Contract: Level 1 History Alive Workshop, 6/5/06 to 6/9/06  
Contract: Level 1 History Alive Workshop, 6/12/06 to 6/16/06  
Contract Level 2 History Alive Workshop, 6/5/06 to 6/9/06

**BOARD ACTION:**

APPROVED

(For Official School Board Records' Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Diane Carr	754-321-1850
Dr. Mark Quintana	754-321-1873
Dr. Louise Ball	754-321-1873

Name

Phone

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

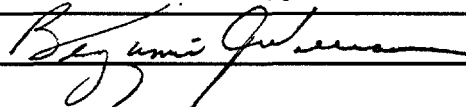
Curriculum & Instruction/Student Support

Dr. Earlean C. Smiley, Deputy Superintendent

Approved in Open Board Meeting  
on:

By:

JUN 6 2006



School Board Chair

Revised July 31, 2003

FT/Smiley/Carr/Quintana/Ball/Martinez:dk

# **TCI Teachers' Curriculum Institute**

## **W O R K S H O P C O N T R A C T**

TCI Service Center  
PO Box 1327  
Rancho Cordova, CA 95741  
Phone: (800) 497-6138  
Fax: (800) 343-6828

### **Workshop Information**

Workshop Name:	Level 1: Social Studies Alive! Powerful Teaching Strategies		
Date:	6/5/2006 - 6/7/2006	Three-day workshop	Time: 8:30 AM to 3:30 PM
You will learn:	<p>Participants will engage in immersion lessons designed to illustrate the power of the TCI Approach. Through active participation in these carefully crafted activities, participants will discover how to tap into their students' multiple intelligences, build content reading skills, use graphically organized reading notes, create and implement processing assignments, and assess students using the multiple intelligences. Woven throughout the training are techniques for creating a cooperative, tolerant classroom environment.</p> <p>Objective: Visual Discovery, Social Studies Skill Builder, and Response Group Strategies Objective: Experiential Exercise, Writing for Understanding, Problem-Solving Groupwork, Interactive Student Notebook</p>		
Audience:	Elementary		
Content:	Combo Elementary		
No. of Participants:	Please enter estimated number of participants.	Workshop fee:	\$6930
	(Not to exceed 50)		

### **Contact Information**

Name:	Andy Martinez		
Work Phone:	(754) 321-1873	Fax:	
Home Phone:		Email:	markquintana@browardschools.com
	For Emergency Use Only		

### **Billing Information**

**Change Billing Information**

District:	Broward Co. School District	School:	
Contact:	Andy Martinez		
Billing Address:	600 Se 3rd Ave		
City, State, Zip	Ft. Lauderdale, FL, 33301		
Phone:	(754) 321-1873	Fax:	

### **Referral Information**

One way to offset the cost of your workshop is to include participants from outside your school or district. We recommend that you charge outside participants a registration fee of \$100 for a one-day training and \$250 for a five-day training. Please let us know if you would like us to refer interested teachers to you.

May TCI refer interested teachers from other districts to your workshop? ☐ Yes ☒ No

Name:			
Home Phone:		Email:	

# **TCI** Teachers' Curriculum Institute

## W O R K S H O P C O N T R A C T

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Phone: (800) 497-6138  
Fax: (800) 343-6828

### Workshop Policies

**Workshop Fee:** Includes trainer travel, training manual(s) and/or handouts. TCI curricular materials are not included with the workshop fee.

**Participant Limit:** A TCI Workshop requires at least 15 participants and no more than 50 for Level 1 and 35 for Level 2 Workshops. The optimal number is 20-40 participants.

**Payment and Billing:** TCI must receive a purchase order, check, or professional services contract six weeks prior to the workshop. Workshops for which TCI has no form of payment are subject to cancellation. If you are unable to submit a form of payment six weeks in advance of your workshop date, please contact TCI at (800) 497-6138. All contracts and payments should name TCI as the payee, not the individual trainer. TCI's tax identification number is 77-0236425. You will be invoiced prior to the workshop.

**Rescheduling Policy:** After receipt of your signed contract, the following rescheduling policy is enacted:

1. Your program must be rescheduled for a mutually agreeable date within twelve months of the original program date.
2. The following fees apply if you request to reschedule:
  - 30 days in advance of your program start date = no cancellation fee.
  - 14-30 days in advance of your date = 25% of the workshop fee.
  - Less than 14 days in advance of your start date = 50% of the workshop fee and any nonrefundable expenses incurred by TCI.

**Trainer:** The workshop will be presented by a certified TCI trainer. TCI cannot guarantee the availability of specific trainers.

**Workshop Logistics:** Enclosed is a Workshop Logistics Worksheet. You need to complete and send this worksheet to TCI six weeks prior to the start of your workshop so we can make all of the necessary arrangements for your event. Please click [here](#), or on "Logistics Worksheet" above. You may complete the form online or print it out and fax or mail it back to us at the above address.

Thank you again for scheduling a workshop with Teachers' Curriculum Institute. Please sign and mail or fax a signed copy of this contract to secure the date for your workshop by **2/23/2006**

This workshop contract includes and incorporates herein the contract revisions appended hereto as Exhibit "A".  
Agreed by all parties,

Rafael Ricardo

2/2/2006

Customer Service Representative/Workshop Coordinator

Contract Approved Date

Workshop Sponsor (Please type or print name)

Signature

Date

Title

Board Secretary/Purchasing Agent (If sponsor is unable to sign contract, please forward to appropriate purchasing agent.)

Signature

Date

Title

## Contract Revisions

Teachers' Curriculum Institute agrees to comply with all requirements of section 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 Teachers' Curriculum Institute or its personnel providing any services under the conditions described in the previous sentence. Teachers' Curriculum Institute shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Teachers' Curriculum Institute and its personnel. The Parties agree that the failure of Teachers' Curriculum Institute 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. Teachers' Curriculum Institute 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 in Teachers' Curriculum Institute's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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.

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 intended 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 constructed as consent by an agency or political subdivision of the State of Florida to be used by third parties in any matter arising out of any contract.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

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 pay Teachers' Curriculum Institute for all services rendered through the effective date of termination.

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: Dr. Mark Quintana/ Dr. Louise Ball  
Name of District Representative  
600 SE 3<sup>rd</sup> Ave. -- 13<sup>th</sup> floor  
Address  
Ft. Lauderdale, Fl 33301  
Address

To Teachers Curriculum Institute: Karen Sedgwick  
Name of Other Party  
P.O. Box 1327  
Address  
Rancho Cordova, CA 95741  
Address

With a Copy to: \_\_\_\_\_  
Name to be Provided by Other Party  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address

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.

**FOR Teachers' Curriculum Institute**

The Teachers' Curriculum Institute  
Name of Corporation or Agency

ATTEST:

By 

\_\_\_\_\_, 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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by \_\_\_\_\_ of The Teachers' Curriculum Institute, on behalf of the corporation/agency. He/She is personally known to me or produced \_\_\_\_\_ as identification and did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:

*please see attached  
CA Jurat*

\_\_\_\_\_  
Signature - Notary Public

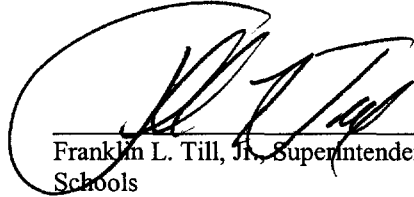
\_\_\_\_\_  
Printed Name of Notary

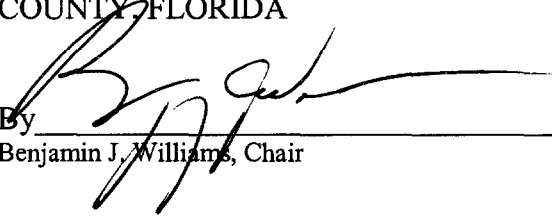
\_\_\_\_\_  
Notary's Commission No.

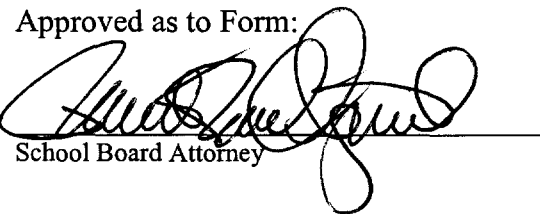
**FOR SBBC**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Franklin L. Till, Jr., Superintendent of  
Schools

  
By \_\_\_\_\_  
Benjamin J. Williams, Chair

Approved as to Form:  
  
School Board Attorney

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

State of California

County of Sacramento } ss.

☒ See Attached Document (Notary to cross out lines 1-6 below)

☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_  
Signature of Document Signer No. 1 \_\_\_\_\_ Signature of Document Signer No. 2 (if any) \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this

3rd day of May, 2006, by  
Date Month Year

(1) Karen Sadgwick  
Name of Signer

☒ Personally known to me

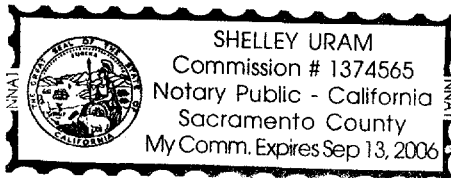
☐ Proved to me on the basis of satisfactory evidence  
to be the person who appeared before me (.) (,)  
(and

(2) \_\_\_\_\_  
Name of Signer

☐ Personally known to me

☐ Proved to me on the basis of satisfactory evidence  
to be the person who appeared before me.)

[Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove  
valuable to persons relying on the document and could prevent  
fraudulent removal and reattachment of this form to another document.*

**Further Description of Any Attached Document**

Title or Type of Document: Contract Revisions

Document Date: N/A Number of Pages: 4

Signer(s) Other Than Named Above: N/A

**RIGHT THUMBPRINT  
OF SIGNER #1**

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**RIGHT THUMBPRINT  
OF SIGNER #2**

Top of thumb here



# TCI Teachers' Curriculum Institute

## WORKSHOP CONTRACT

TCI Service Center  
PO Box 1327  
Rancho Cordova, CA 95741  
Phone: (800) 497-6138  
Fax: (800) 343-6828

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Audience:	Elementary		
Content:	Combo Elementary		
No. of Participants:	Please enter estimated number of participants.	Workshop fee:	\$6930
	(Not to exceed 50)		

### Contact Information

Name:	Andy Martinez		
Work Phone:	(754) 321-1873	Fax:	
Home Phone:		Email:	markquintana@browardschools.com
For Emergency Use Only			

### Billing Information

[Change Billing Information](#)

District:	Broward Co. School District	School:	
Contact:	Andy Martinez		
Billing Address:	600 Se 3rd Ave		
City, State, Zip	Ft. Lauderdale, FL, 33301		
Phone:	(754) 321-1873	Fax:	

### Referral Information

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Name:			
Home Phone:		Email:	

# **TCI** Teachers' Curriculum Institute

## W O R K S H O P C O N T R A C T

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**Workshop Logistics:** Enclosed is a Workshop Logistics Worksheet. You need to complete and send this worksheet to TCI six weeks prior to the start of your workshop so we can make all of the necessary arrangements for your event. Please click [here](#), or on "Logistics Worksheet" above. You may complete the form online or print it out and fax or mail it back to us at the above address.

Thank you again for scheduling a workshop with Teachers' Curriculum Institute. Please sign and mail or fax a signed copy of this contract to secure the date for your workshop by **2/23/2006**

This workshop contract includes and incorporates herein the contract revisions appended hereto as Exhibit "A".

Agreed by all parties,

Rafael Ricardo	2/2/2006	
Customer Service Representative/Workshop Coordinator	Contract Approved Date	
Workshop Sponsor (Please type or print name)	Signature	Date
Title		
Board Secretary/Purchasing Agent (If sponsor is unable to sign contract, please forward to appropriate purchasing agent.)	Signature	Date
Title		

## Contract Revisions

Teachers' Curriculum Institute agrees to comply with all requirements of section 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 Teachers' Curriculum Institute or its personnel providing any services under the conditions described in the previous sentence. Teachers' Curriculum Institute shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Teachers' Curriculum Institute and its personnel. The Parties agree that the failure of Teachers' Curriculum Institute 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. Teachers' Curriculum Institute 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 in Teachers' Curriculum Institute's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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.

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 intended 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 constructed as consent by an agency or political subdivision of the State of Florida to be used by third parties in any matter arising out of any contract.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

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 pay Teachers' Curriculum Institute for all services rendered through the effective date of termination.

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To SBBC: Superintendent of Schools  
The school Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Dr. Mark Quintana/ Dr. Louise Ball  
Name of District Representative  
600 SE 3<sup>rd</sup> Ave. – 13<sup>th</sup> floor  
Address  
Ft. Lauderdale, Fl 33301  
Address

To Teachers Curriculum Institute: Karen Sedgwick  
Name of Other Party  
P.O. Box 1327  
Address  
Rancho Cordova, CA 95741  
Address


With a Copy to: \_\_\_\_\_  
Name to be Provided by Other Party  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address

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.

**FOR Teachers' Curriculum Institute**

The Teachers' Curriculum Institute  
Name of Corporation or Agency

ATTEST:

By 

\_\_\_\_\_, 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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by \_\_\_\_\_ of \_\_\_\_\_  
The Teachers' Curriculum Institute, on behalf of the corporation/agency.  
He/She is personally known to me or produced \_\_\_\_\_  
as identification and did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:

\_\_\_\_\_  
Signature - Notary Public

\_\_\_\_\_  
Printed Name of Notary

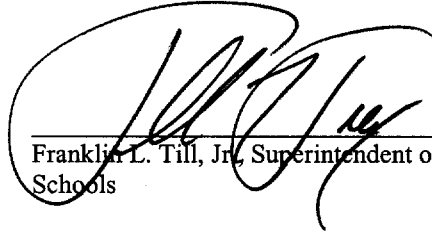
\_\_\_\_\_  
Notary's Commission No.

*See attached CA Levat*

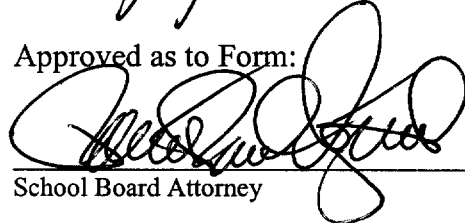
**FOR SBBC**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

By   
\_\_\_\_\_  
Benjamin J. Williams, Chair

Approved as to Form:  
  
\_\_\_\_\_  
School Board Attorney

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of

Sacramento

} ss.

☒ See Attached Document (Notary to cross out lines 1-6 below)

☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

1  
2  
3  
4  
5  
6  
Signature of Document Signer No. 1 \_\_\_\_\_ Signature of Document Signer No. 2 (if any) \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this

3rd day of May, 2006, by  
Date Month Year

(1) Karen Sedgwick  
Name of Signer

☒ Personally known to me

☐ Proved to me on the basis of satisfactory evidence  
to be the person who appeared before me (.) (,)  
(and

(2) \_\_\_\_\_  
Name of Signer

☐ Personally known to me

☐ Proved to me on the basis of satisfactory evidence  
to be the person who appeared before me.)

[Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove  
valuable to persons relying on the document and could prevent  
fraudulent removal and reattachment of this form to another document.

### Further Description of Any Attached Document

Title or Type of Document: Contract Rensions

Document Date: N/A Number of Pages: 4

Signer(s) Other Than Named Above: N/A

RIGHT THUMBPRINT  
OF SIGNER #1

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RIGHT THUMBPRINT  
OF SIGNER #2

Top of thumb here

# **TCI** Teachers' Curriculum Institute

## W O R K S H O P C O N T R A C T

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Workshop Name:	Level 1: History Alive! Powerful Teaching Strategies		
Date:	6/5/2006 - 6/9/2006	five-day workshop	Time: 8:30 AM to 3:30 PM
You will learn:	Participants will engage in immersion lessons designed to illustrate to power of the TCI Approach. Through active participation in these carefully crafted activities, participants will discover how to tap into their students' multiple intelligences, build content reading skills, use graphically organized reading notes, create and implement processing assignments, and assess students using the multiple intelligences. Woven throughout the training are techniques for creating a cooperative, tolerant classroom environment.  Objective: Social Studies Skill Builders Objective: Experiential Exercise and Writing for Understanding Objective: Response Group and Problem Solving Groupwork Objective: Interactive Student Notebook Objective: Assessment		
Audience:	Middle School/High School		
Content:	Combo Middle School/High School		
No. of Participants:	Please enter estimated number of participants.	Workshop fee:	\$9900
	(Not to exceed 50)		

### Contact Information

Name:	Andy Martinez		
Work Phone:	(754) 321-1873	Fax:	
Home Phone:		Email:	markquintana@browardschools.com
	For Emergency Use Only		

### Billing Information

[Change Billing Information](#)

District:	Broward Co. School District	School:	
Contact:	Andy Martinez		
Billing Address:	600 Se 3rd Ave		
City, State, Zip	Ft. Lauderdale, FL, 33301		
Phone:	(754) 321-1873	Fax:	

### Referral Information

One way to to offset the cost of your workshop is to include participants from outside your school or district. We recommend that you charge outside participants a registration fee of \$100 for a one-day training and \$250 for a five-day training. Please let us know if you would like us to refer interested teachers to you.

May TCI refer interested teachers from other districts to your workshop? ☐ Yes ☒ No

Name:			
Home Phone:		Email:	



# **TCI** Teachers' Curriculum Institute

## W O R K S H O P C O N T R A C T

TCI Service Center  
PO Box 1327  
Rancho Cordova, CA 95741  
Phone: (800) 497-6138  
Fax: (800) 343-6828

### Workshop Policies

**Workshop Fee:** Includes trainer travel, training manual(s) and/or handouts. TCI curricular materials are not included with the workshop fee.

**Participant Limit:** A TCI Workshop requires at least 15 participants and no more than 50 for Level 1 and 35 for Level 2 Workshops. The optimal number is 20-40 participants.

**Payment and Billing:** TCI must receive a purchase order, check, or professional services contract six weeks prior to the workshop. Workshops for which TCI has no form of payment are subject to cancellation. If you are unable to submit a form of payment six weeks in advance of your workshop date, please contact TCI at (800) 497-6138. All contracts and payments should name TCI as the payee, not the individual trainer. TCI's tax identification number is 77-0236425. You will be invoiced prior to the workshop.

**Rescheduling Policy:** After receipt of your signed contract, the following rescheduling policy is enacted:

1. Your program must be rescheduled for a mutually agreeable date within twelve months of the original program date.
2. The following fees apply if you request to reschedule:
  - 30 days in advance of your program start date = no cancellation fee.
  - 14-30 days in advance of your date = 25% of the workshop fee.
  - Less than 14 days in advance of your start date = 50% of the workshop fee and any nonrefundable expenses incurred by TCI.

**Trainer:** The workshop will be presented by a certified TCI trainer. TCI cannot guarantee the availability of specific trainers.

**Workshop Logistics:** Enclosed is a Workshop Logistics Worksheet. You need to complete and send this worksheet to TCI six weeks prior to the start of your workshop so we can make all of the necessary arrangements for your event. Please click [here](#), or on "Logistics Worksheet" above. You may complete the form online or print it out and fax or mail it back to us at the above address.

Thank you again for scheduling a workshop with Teachers' Curriculum Institute. Please sign and mail or fax a signed copy of this contract to secure the date for your workshop by **2/23/2006**

This workshop contract includes and incorporates herein the contract revisions appended hereto as Exhibit "A".  
Agreed by all parties,

Rafael Ricardo	2/2/2006	
Customer Service Representative/Workshop Coordinator	Contract Approved Date	
Workshop Sponsor (Please type or print name)	Signature	Date
Title		
Board Secretary/Purchasing Agent (If sponsor is unable to sign contract, please forward to appropriate purchasing agent.)	Signature	Date
Title		

## Contract Revisions

Teachers' Curriculum Institute agrees to comply with all requirements of section 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 Teachers' Curriculum Institute or its personnel providing any services under the conditions described in the previous sentence. Teachers' Curriculum Institute shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Teachers' Curriculum Institute and its personnel. The Parties agree that the failure of Teachers' Curriculum Institute 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. Teachers' Curriculum Institute 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 in Teachers' Curriculum Institute's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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.

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 intended 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 constructed as consent by an agency or political subdivision of the State of Florida to be used by third parties in any matter arising out of any contract.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

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 pay Teachers' Curriculum Institute for all services rendered through the effective date of termination.

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: Dr. Mark Quintana/ Dr. Louise Ball  
Name of District Representative  
600 SE 3<sup>rd</sup> Ave. - 13<sup>th</sup> floor  
Address  
Ft. Lauderdale, FL 33301  
Address

To Teachers Curriculum Institute: Karen Sedgwick  
Name of Other Party  
P.O. Box 1327  
Address  
Rancho Cordova, CA 95741  
Address

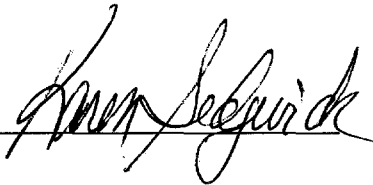
With a Copy to: \_\_\_\_\_  
Name to be Provided by Other Party  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address

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.

**FOR Teachers' Curriculum Institute**

The Teachers' Curriculum Institute  
Name of Corporation or Agency

ATTEST:

By 

\_\_\_\_\_, 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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by \_\_\_\_\_ of The Teachers' Curriculum Institute, on behalf of the corporation/agency. He/She is personally known to me or produced \_\_\_\_\_ as identification and did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:

*please see a fackl  
CA Suret*

\_\_\_\_\_  
Signature - Notary Public

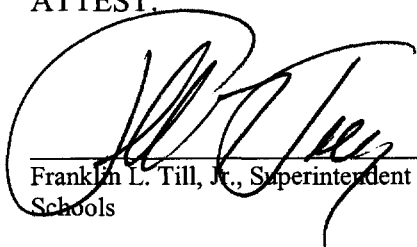
\_\_\_\_\_  
Printed Name of Notary

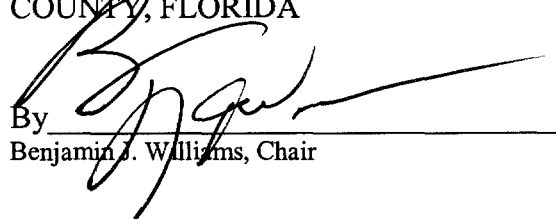
\_\_\_\_\_  
Notary's Commission No.

**FOR SBBC**

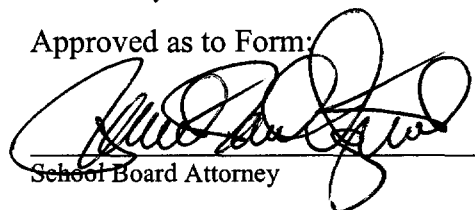
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

  
\_\_\_\_\_  
By  
Benjamin J. Williams, Chair

Approved as to Form:

  
\_\_\_\_\_  
School Board Attorney

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of

Sacramento

} ss.

☒ See Attached Document (Notary to cross out lines 1-6 below)

☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_

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Signature of Document Signer No. 1 \_\_\_\_\_

Signature of Document Signer No. 2 (if any) \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this

3rd day of May, 2006, by

(1) Karen Selgwick  
Name of Signer

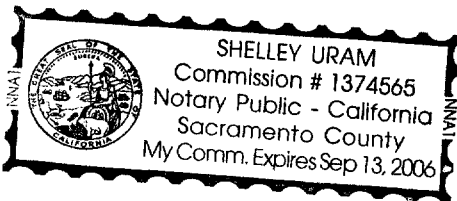
☒ Personally known to me

☐ Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)  
(and

(2) \_\_\_\_\_  
Name of Signer

☐ Personally known to me

☐ Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)



Shelley Uram  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Further Description of Any Attached Document

Title or Type of Document: Contract Revisions

Document Date: N/A Number of Pages: 4

Signer(s) Other Than Named Above: N/A

RIGHT THUMBPRINT  
OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER #2

Top of thumb here

# TCI Teachers' Curriculum Institute

## WORKSHOP CONTRACT

TCI Service Center  
PO Box 1327  
Rancho Cordova, CA 95741  
Phone: (800) 497-6138  
Fax: (800) 343-6828

### Workshop Information

Workshop Name:	Level 1: History Alive! Powerful Teaching Strategies		
Date:	6/12/2006 - 6/16/2006	five-day workshop	Time: 8:30 AM to 3:30 PM
You will learn:	<p>Participants will engage in immersion lessons designed to illustrate to power of the TCI Approach. Through active participation in these carefully crafted activities, participants will discover how to tap into their students' multiple intelligences, build content reading skills, use graphically organized reading notes, create and implement processing assignments, and assess students using the multiple intelligences. Woven throughout the training are techniques for creating a cooperative, tolerant classroom environment.</p> <p>Objective: Social Studies Skill Builders Objective: Experiential Exercise and Writing for Understanding Objective: Response Group and Problem Solving Groupwork Objective: Interactive Student Notebook Objective: Assessment</p>		
Audience:	Middle School/High School		
Content:	Combo Middle School/High School		
No. of Participants:	Please enter estimated number of participants.	Workshop fee:	\$9900
	(Not to exceed 50)		

### Contact Information

Name:	Andy Martinez		
Work Phone:	(754) 321-1873	Fax:	
Home Phone:		Email:	markquintana@browardschools.com
	For Emergency Use Only		

### Billing Information

[Change Billing Information](#)

District:	Broward Co. School District	School:	
Contact:	Andy Martinez		
Billing Address:	600 Se 3rd Ave		
City, State, Zip	Ft. Lauderdale, FL, 33301		
Phone:	(754) 321-1873	Fax:	

### Referral Information

One way to to offset the cost of your workshop is to include participants from outside your school or district. We recommend that you charge outside participants a registration fee of \$100 for a one-day training and \$250 for a five-day training. Please let us know if you would like us to refer interested teachers to you.

May TCI refer interested teachers from other districts to your workshop? ☐ Yes ☒ No

Name:			
Home Phone:		Email:	

# **TCI** Teachers' Curriculum Institute

## W O R K S H O P C O N T R A C T

TCI Service Center  
PO Box 1327  
Rancho Cordova, CA 95741  
Phone: (800) 497-6138  
Fax: (800) 343-6828

### Workshop Policies

**Workshop Fee:** Includes trainer travel, training manual(s) and/or handouts. TCI curricular materials are not included with the workshop fee.

**Participant Limit:** A TCI Workshop requires at least 15 participants and no more than 50 for Level 1 and 35 for Level 2 Workshops. The optimal number is 20-40 participants.

**Payment and Billing:** TCI must receive a purchase order, check, or professional services contract six weeks prior to the workshop. Workshops for which TCI has no form of payment are subject to cancellation. If you are unable to submit a form of payment six weeks in advance of your workshop date, please contact TCI at (800) 497-6138. All contracts and payments should name TCI as the payee, not the individual trainer. TCI's tax identification number is 77-0236425. You will be invoiced prior to the workshop.

**Rescheduling Policy:** After receipt of your signed contract, the following rescheduling policy is enacted:

1. Your program must be rescheduled for a mutually agreeable date within twelve months of the original program date.
2. The following fees apply if you request to reschedule:
  - 30 days in advance of your program start date = no cancellation fee.
  - 14-30 days in advance of your date = 25% of the workshop fee.
  - Less than 14 days in advance of your start date = 50% of the workshop fee and any nonrefundable expenses incurred by TCI.

**Trainer:** The workshop will be presented by a certified TCI trainer. TCI cannot guarantee the availability of specific trainers.

**Workshop Logistics:** Enclosed is a Workshop Logistics Worksheet. You need to complete and send this worksheet to TCI six weeks prior to the start of your workshop so we can make all of the necessary arrangements for your event. Please click [here](#), or on "Logistics Worksheet" above. You may complete the form online or print it out and fax or mail it back to us at the above address.

Thank you again for scheduling a workshop with Teachers' Curriculum Institute. Please sign and mail or fax a signed copy of this contract to secure the date for your workshop by **2/23/2006**

This workshop contract includes and incorporates herein the contract revisions appended hereto as Exhibit "A".  
Agreed by all parties,

Rafael Ricardo	2/2/2006	
Customer Service Representative/Workshop Coordinator	Contract Approved Date	
Workshop Sponsor (Please type or print name)	Signature	Date
Title		
Board Secretary/Purchasing Agent (If sponsor is unable to sign contract, please forward to appropriate purchasing agent.)	Signature	Date
Title		



## Contract Revisions

Teachers' Curriculum Institute agrees to comply with all requirements of section 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 Teachers' Curriculum Institute or its personnel providing any services under the conditions described in the previous sentence. Teachers' Curriculum Institute shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Teachers' Curriculum Institute and its personnel. The Parties agree that the failure of Teachers' Curriculum Institute 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. Teachers' Curriculum Institute 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 in Teachers' Curriculum Institute's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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.

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 intended 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 constructed as consent by an agency or political subdivision of the State of Florida to be used by third parties in any matter arising out of any contract.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

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 pay Teachers' Curriculum Institute for all services rendered through the effective date of termination.

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: Dr. Mark Quintana/ Dr. Louise Ball  
Name of District Representative  
600 SE 3<sup>rd</sup> Ave. – 13<sup>th</sup> floor  
Address  
Ft. Lauderdale, Fl 33301  
Address

To Teachers Curriculum Institute: Karen Sedgwick  
Name of Other Party  
P.O. Box 1327  
Address  
Rancho Cordova, CA 95741  
Address

With a Copy to: \_\_\_\_\_  
Name to be Provided by Other Party  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address

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.

**FOR Teachers' Curriculum Institute**

The Teachers' Curriculum Institute  
Name of Corporation or Agency

ATTEST:

By *Karen Sedwick*

\_\_\_\_\_, 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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by \_\_\_\_\_ of \_\_\_\_\_, 2006 by \_\_\_\_\_ of \_\_\_\_\_ of The Teachers' Curriculum Institute, on behalf of the corporation/agency. He/She is personally known to me or produced \_\_\_\_\_ as identification and did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:

*Please see attached  
CA Jurat*

\_\_\_\_\_  
Signature - Notary Public

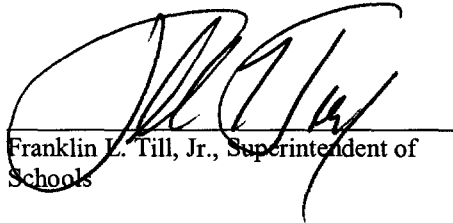
\_\_\_\_\_  
Printed Name of Notary

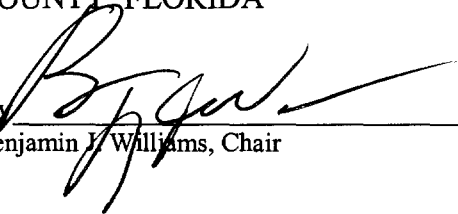
\_\_\_\_\_  
Notary's Commission No.

**FOR SBBC**

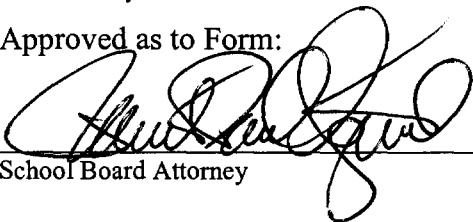
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Franklin L. Till, Jr., Superintendent of  
Schools

By   
Benjamin J. Williams, Chair

Approved as to Form:

  
School Board Attorney

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

State of California

County of

Sacramento

} ss.

☒ See Attached Document (Notary to cross out lines 1-6 below)

☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_

2 \_\_\_\_\_

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Signature of Document Signer No. 1 \_\_\_\_\_

Signature of Document Signer No. 2 (if any) \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this

3rd day of May, 2006, by

(1) Karen Sedgwick  
Name Signer

☒ Personally known to me

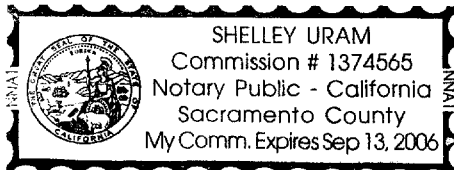
☐ Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)  
(and

(2) \_\_\_\_\_  
Name of Signer

☐ Personally known to me

☐ Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Shelley Uram  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Further Description of Any Attached Document**

Title or Type of Document: Contract Revisions

Document Date: N/A Number of Pages: 4

Signer(s) Other Than Named Above: N/A

**RIGHT THUMBPRINT  
OF SIGNER #1**  
Top of thumb here

**RIGHT THUMBPRINT  
OF SIGNER #2**  
Top of thumb here

# **TCI** Teachers' Curriculum Institute

## W O R K S H O P C O N T R A C T

TCI Service Center  
PO Box 1327  
Rancho Cordova, CA 95741  
Phone: (800) 497-6138  
Fax: (800) 343-6828

### Workshop Information

Workshop Name:	Level 2: History Alive! Advanced Strategies and Curriculum Development		
Date:	6/5/2006 - 6/9/2006	five-day workshop	Time: 8:30 AM to 3:30 PM
You will learn:	Participants will discover advanced ways to use the TCI Approach to accelerate student learning, how to hone their use of the multiple intelligence teaching strategies, and how to adapt lessons to meet students' immediate needs. TCI's Trainer will offer tips and strategies for implementing the TCI approach in the classroom. TCI's Trainer will lead participants through the creation of their own lesson using the TCI Approach, help them adapt TCI materials to better align with state or district standards, and show ways to tap into their own teacher genius to improve instruction.  Objective: Writing for Understanding Objective: Problem Solving Groupwork Objective: Experiential Exercises Objective: Visual Discovery Objective: Interactive Student Notebook Objective: Response Groups and Social Studies Skill Builders		
Audience:	Middle School/High School		
Content:	Combo Middle School/High School		
No. of Participants:	Please enter estimated number of participants.	Workshop fee:	\$9900
	(Not to exceed 35)		

### Contact Information

Name:	Mark Quintana		
Work Phone:	(754) 321-1873	Fax:	(754) 321-1888
Home Phone:		Email:	markquintana@browardschools.com
	For Emergency Use Only		

### Billing Information

[Change Billing Information](#)

District:	Broward Co. School District	School:	
Contact:	Mark Quintana		
Billing Address:	600 S.e 3rd Avenue, 13th Floor		
City, State, Zip	Fort Lauderdale, FL, 33301-		
Phone:	(754) 321-1873	Fax:	(754) 321-1888

### Referral Information

One way to to offset the cost of your workshop is to include participants from outside your school or district. We recommend that you charge outside participants a registration fee of \$100 for a one-day training and \$250 for a five-day training. Please let us know if you would like us to refer interested teachers to you.

May TCI refer interested teachers from other districts to your workshop? ☐ Yes ☒ No

Name:			
Home Phone:		Email:	

# **TCI** Teachers' Curriculum Institute

## W O R K S H O P C O N T R A C T

TCI Service Center  
PO Box 1327  
Rancho Cordova, CA 95741  
Phone: (800) 497-6138  
Fax: (800) 343-6828

### Workshop Policies

**Workshop Fee:** Includes trainer travel, training manual(s) and/or handouts. TCI curricular materials are not included with the workshop fee.

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  - 30 days in advance of your program start date = no cancellation fee.
  - 14-30 days in advance of your date = 25% of the workshop fee.
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**Trainer:** The workshop will be presented by a certified TCI trainer. TCI cannot guarantee the availability of specific trainers.

**Workshop Logistics:** Enclosed is a Workshop Logistics Worksheet. You need to complete and send this worksheet to TCI six weeks prior to the start of your workshop so we can make all of the necessary arrangements for your event. Please click [here](#), or on "Logistics Worksheet" above. You may complete the form online or print it out and fax or mail it back to us at the above address.

Thank you again for scheduling a workshop with Teachers' Curriculum Institute. Please sign and mail or fax a signed copy of this contract to secure the date for your workshop by **3/8/2006**

This workshop contract includes and incorporates herein the contract revisions appended hereto as Exhibit "A".

Agreed by all parties,

Rafael Ricardo		2/15/2006
Customer Service Representative/Workshop Coordinator		Contract Approved Date
Workshop Sponsor (Please type or print name)	Signature	Date
Title		
Board Secretary/Purchasing Agent (If sponsor is unable to sign contract, please forward to appropriate purchasing agent.)	Signature	Date
Title		

## Contract Revisions

Teachers' Curriculum Institute agrees to comply with all requirements of section 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 Teachers' Curriculum Institute or its personnel providing any services under the conditions described in the previous sentence. Teachers' Curriculum Institute shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Teachers' Curriculum Institute and its personnel. The Parties agree that the failure of Teachers' Curriculum Institute 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. Teachers' Curriculum Institute 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 in Teachers' Curriculum Institute's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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.

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 intended 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 constructed as consent by an agency or political subdivision of the State of Florida to be used by third parties in any matter arising out of any contract.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.



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 pay Teachers' Curriculum Institute for all services rendered through the effective date of termination.

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: Dr. Mark Quintana/ Dr. Louise Ball  
Name of District Representative  
600 SE 3<sup>rd</sup> Ave. – 13<sup>th</sup> floor  
Address  
Ft. Lauderdale, Fl 33301  
Address

To Teachers Curriculum Institute: Karen Sedgwick  
Name of Other Party  
P.O. Box 1327  
Address  
Rancho Cordova, CA 95741  
Address

With a Copy to: \_\_\_\_\_  
Name to be Provided by Other Party  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address

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.

**FOR Teachers' Curriculum Institute**

The Teachers' Curriculum Institute  
Name of Corporation or Agency

ATTEST:

By 

\_\_\_\_\_, 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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by \_\_\_\_\_ of The Teachers' Curriculum Institute, on behalf of the corporation/agency. He/She is personally known to me or produced \_\_\_\_\_ as identification and did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:

*please see a tacked  
CA Jurat*

\_\_\_\_\_  
Signature - Notary Public

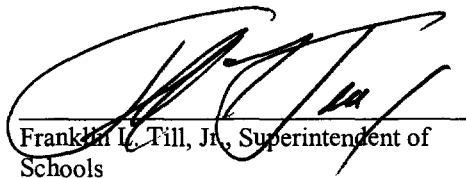
\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

**FOR SBBC**

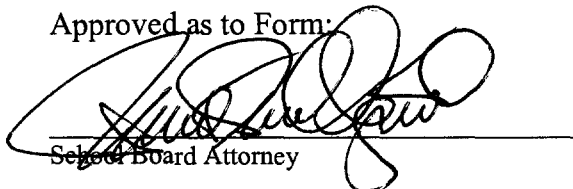
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Franklin L. Till, Jr., Superintendent of  
Schools

By   
Benjamin J. Williams, Chair

Approved as to Form:

  
School Board Attorney

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

State of California

County of

Sacramento

} ss.

☒ See Attached Document (Notary to cross out lines 1-6 below)

☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_  
Signature of Document Signer No. 1 \_\_\_\_\_ Signature of Document Signer No. 2 (if any) \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this

3rd day of May, 2006, by  
Date Month Year

(1) Karen Schwick  
Name of Signer

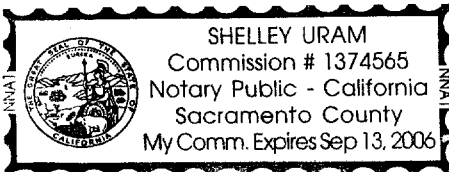
☒ Personally known to me

☐ Proved to me on the basis of satisfactory evidence  
to be the person who appeared before me (.) (,)  
(and

(2) \_\_\_\_\_  
Name of Signer

☐ Personally known to me

☐ Proved to me on the basis of satisfactory evidence  
to be the person who appeared before me.)



Shelley Uram  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove  
valuable to persons relying on the document and could prevent  
fraudulent removal and reattachment of this form to another document.*

**Further Description of Any Attached Document**

Title or Type of Document: Contract Revisions

Document Date: N/A Number of Pages: 4

Signer(s) Other Than Named Above: N/A

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here