

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19th day of June, 2007, 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

PAUL EPSTEIN, Ph.D.

(hereinafter referred to as "CONSULTANT"),
whose principal place of business is
2450 Pinehurst Avenue, Chesterton, Indiana, 46304.

WHEREAS, CONSULTANT has made a commitment to supporting Montessori education; and

WHEREAS, CONSULTANT holds Montessori teacher certification in early childhood and secondary levels one and two from the American Montessori Society; and

WHEREAS, through this Agreement SBBC will work with CONSULTANT to provide Sunrise Middle School with the opportunity to train teachers in the Montessori method; and

WHEREAS, as part of this Agreement, SBBC will pay for the cost of bringing this education program to the teachers of Sunrise Middle School.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement shall commence on July 23, 2007, and conclude on July 27, 2007.

2.02 **SBBC Agrees as follows:**

A. To permit CONSULTANT, a Montessori-certified instructor to provide training in Montessori education, as described in attached Exhibit A, to teachers at Sunrise Middle School.

B. Upon completion of the services, to pay the cost of \$7,500 for consultant fees, \$1,000 for instructional materials, and approximately \$1,270 for travel and miscellaneous expenses.

2.03 **CONSULTANT Agrees as follows:**

A. To conduct rigorous training in Montessori education, as described in attached Exhibit A, to teachers at Sunrise Middle School.

2.04 **Background Screening:** CONSULTANT agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CONSULTANT or its personnel providing any services under the conditions described in the previous sentence. CONSULTANT 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 CONSULTANT and its personnel. The Parties agree that the failure of CONSULTANT 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. CONSULTANT 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 CONSULTANT's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.05 **Indemnification.**

A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

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

3.03 **Non-Discrimination.** 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.

3.04 **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.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire 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.

3.07 **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.

3.08 **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.

3.09 **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. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

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

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

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

3.14 **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.

3.15 **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.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **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 (Interim)
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Leona Miracola, Director, Magnet/Program Development
4th Floor
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To CONSULTANT: Paul Epstein, Ph.D.
2450 Pinehurst Avenue
Chesterton, Indiana 46304

With a Copy to:

Name to be Provided by Other Party

Address

Address

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

FOR SBBC

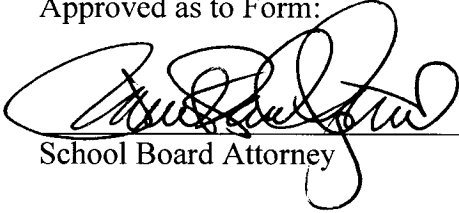
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Beverly A. Gallagher, Chair

James F. Notter, Interim Superintendent of
Schools

Approved as to Form:


School Board Attorney

FOR CONSULTANT

[Signature]
Witness
[Signature]
Witness

PAUL EPSTEIN, Ph.D

By [Signature]
Paul Epstein, Ph.D.

The Following Notarization is Required for Every Agreement

STATE OF Michigan

COUNTY OF Berrien

The foregoing instrument was acknowledged before me this 29th day of May, 2007, by Paul Epstein, Ph.D.

He is personally known to me or produced DRIVER LICENSE, as identification and did/did not first take an oath. Type of Identification

My Commission Expires
MARIA G. GASCA-ALFARO
NOTARY PUBLIC - MICHIGAN
BERRIEN COUNTY
ACTING IN THE COUNTY OF BERRIEN
MY COMMISSION EXPIRES AUG. 17, 2012

(SEAL)

[Signature]
Signature - Notary Public

Maria G. Gasca-Alfaro
Printed Name of Notary

8/17/2012
Notary's Commission No.

EXHIBIT A

Foundations in Montessori Middle School Education

A Proposal to Broward County Public Schools

Paul Epstein, Ph.D.

Broward County Public Schools seeks to provide 20 teachers of the Sunrise Middle School a program titled *Foundations in Montessori Middle School Education*.

This program will take place during three summer weeks of study (July 23 – August 10, 2007).

Foundations in Montessori Middle School Education is presented through a series of topics (outlined below). Each topic will be presented using active learning methods including, for example, investigations, hands-on material making, and Socratic discussions. Participating teachers can also expect to complete readings and curriculum assignments.

The teacher's experience of becoming immersed in Montessori education is that of transformation, of a paradigm shift. As such, it is a process that involves time and guidance. Participating teachers, administrators, and specialists will examine and consider new roles, new ways of understanding, and new kinds of commitments. A successful implementation of the proposed program will require working with the Sunrise Middle School to develop teams of teachers as well as necessary flex schedules. In sum, a successful implementation of this proposed program will require continued restructuring and re-culturing of the school.

It is strongly recommended that teachers engaged in this program be excused from other kinds of staff development programs so that they may devote their full attention to understanding and implementing these Montessori foundations.

Program Faculty

Dr. Paul Epstein will serve as the principal director and instructor for this project. Paul has been active in the field of Montessori education since 1974 as a public and private school administrator, teacher, teacher educator, researcher and author. A graduate of Dartmouth College, Paul earned his doctorate in cultural anthropology from SUNY Buffalo. He is currently the Head of School at Brookview School, Benton Harbor, Michigan.

Paul is a Montessori teacher educator and has worked as a director of Montessori teacher education programs for both the early childhood and secondary programs. As a classroom teacher, he taught in Montessori early childhood, middle and high school programs. He holds Montessori teacher certification in early childhood and secondary levels one and two from the American Montessori Society. In addition, Paul was an associate professor at Transylvania University and an adjunct professor at Northwestern University.

Paul is a frequent school consultant, presenter at Montessori conferences, and author of articles appearing in Montessori journals. He is the co-author of *The Montessori Way*.

Sharon Lewis will also serve as an instructor. Sharon has forty years of experience in education including thirty-six years of middle school teaching. A graduate of Kent State University, Sharon taught in Sarasota County, Florida.

Since 1987, Sharon has been active as a workshop presenter. She was also an author of teacher materials for student use for the National Resource Center for Middle Grades at the University of South Florida, Tampa. Sharon has presented workshops and conferences in 35+ states and many foreign countries for the Department of Defense Dependent Schools. Sharon is also a frequent presenter at National Middle Schools Association conferences.

Proposed Schedule

Dates: July 23 – 27, 2007
Instructor: Paul Epstein, Ph.D.

Dates: July 30 – August 3 and August 6 – 10, 2007
Instructor: Sharon Lewis

Paul Epstein, Ph.D. 2450 Pinehurst Avenue Chesterton, IN 46304 219.764.0084

Program Topics and Schedules

The following topics will be presented during the proposed weeks and weekends of study:

Paul Epstein:

- Montessori Philosophy and Practice
- Incorporating Adolescent Development
- Developing a Montessori Middle School

Sharon Lewis:

- Critical Thinking and Alternative Delivery
- Cooperative Learning Review
- Active Learning Strategies
- Learning Stations
- Connecting the Curriculum
- Alternative Assessments
- Affective Education

Each topic will be presented using active learning methods including, for example, investigations, hands-on material making, and Socratic discussion.

Each topic is next outlined.

Topic: Montessori Philosophy and Practice

- Orientation to general middle school educational philosophies
 - NMSA: This We Believe
 - Middle School Models
- The Montessori Movement: Dr. Maria Montessori
 - Biographical sketch
 - Philosophical foundations for Montessori's theory of education
 - The Montessori method
 - The professional organizations: IMC, AMS, AMI, etc.
- Key Concepts in Montessori Philosophy
 - The secrets of childhood – absorbent mind and sensitive periods
 - Normalization: The compulsion for work
 - The psychic development - the child as spiritual being
 - The planes of development
 - The preparation of the teacher
 - The curriculum
 - The need for practical life
 - The child's contributions to society
- The Erdkinder (Montessori middle school programs)
 - Valorization of the personality
 - Economic independence
 - Erdkinder programs
- The work of the teacher
 - Initiation
 - The desire to know children
 - Reflections and transformation of the teacher
 - Preparing the environment(s)
 - The scientific pedagogy
 - The role of the directress/director

- The essential relationship: child - teacher
 - Sincere and authentic relationships
 - Freedom and the necessity of independence
 - Structure and order: The prepared environment
 - The design of the materials (beauty, isolation of concept, completeness, precision, control of error, language development)
 - Three kinds of lessons (individual, small group, whole class)
 - How lessons should be given
 - Discipline
 - Mistakes and corrections; the Three Period Lesson
 - Three levels of obedience
 - The development of community life.

Topic: Incorporating Adolescent Development

- Origins of adolescence
- Capturing the adolescent experience
- Middle grade organizational structures/models to better meet the needs and characteristics of early adolescents
- A developmental continuum of adolescence: Physical, Cognitive, Psychosocial, Moral
 - Peer groups and cultures
 - Motivation and achievement
 - Self and identity development
 - Behavior management
 - Health and wellness
- Implications for Middle Grades Program Design
 - Advisory program components
 - Classroom program components
- Developmental issues middle grades education
 - Academic study and gender
 - Personality integration
 - Sexuality
 - Stress, coping, and adaptations
 - Conflict Resolution

Topic: Developing a Montessori Middle School

- Essential components of a middle grades program
 - Grade level configurations
 - Program organization
 - Teams of teachers
 - Teacher as coach
 - Interdisciplinary studies
 - Critical thinking, cooperative learning
 - Protocols of authentic assessment
 - Flex schedules, schedule blocks
 - District outcomes and themes
 - Community service programs
- Orientation to curriculum
 - Inquiry: Exploration and discovery
 - The whole and its parts; abstractions
 - Wonderment and reason: The elementary cosmic curriculum
 - Trust and interdependence: The Erdkinder program
 - Peace and education - the vital contribution of the Montessori movement

- The Erdkinder and Learning experiences
 - The nature of meaningful work for adolescents
 - Programs that develop responsibility
 - Interdependence and curriculum
 - Self-expression activities
 - The necessity of trust and academic studies
 - Outings
 - Community service programs
 - Student businesses
- The prepared environment
 - Kinds of spaces
 - Spaces, schedules, and program needs
 - The classroom community meeting
 - Building and maintaining trust
 - Conflict resolution
 - Limit setting and consequences
- Guiding the learning process
 - Study Guides
 - Developing team work
 - Experiential learning
 - The Imaginary Planet
 - Authentic/performance assessments
 - Portfolios and rubrics
- Community liaison
 - Developing and implementing service projects
 - Developing and running student businesses

Topic: Critical Thinking and Alternative Delivery

- Two informal learning style inventories
- Bloom's Cognitive Taxonomy
- Independent Project Sheets
- Investigation Cards
- Other applications

Topic: Cooperative Learning Review

- Basic Elements
- Rules, roles, grouping, grading
- Circle of Knowledge
- Team Learning
- Jigsaw
- Free-Form Mapping
- Think-Pair-Share
- Behavior Checklist

Topic: Active Learning Strategies

- Learning Pyramid
- Common Elements of Lessons That Motivate
- Interactive Lectures (6)
- Corners Activity
- 3 x 3 Grid
- Word Map
- Step/Flip Book
- Inside/Outside Circle
- Literature and Textbook Circles
- Illustrated Vocabulary

Topic: Learning Stations

- Definition

- Samples, examples, different formats
- How to organize
- How to grade
- Explore and experience
- Student evaluation

Topic: Connecting the Curriculum

- Vocabulary
- Criteria
- Curriculum Matrix/Map
- Planning Wheel
- Guiding Questions
- Steps to follow
- Samples, examples
- Format for unit
- Tips
- Student evaluation of unit

Topic: Alternative Assessments

- Bloom
- Picture cards
- Multiple intelligences
- Jeopardy
- 3 x 3 Grid
- Tic-Tac-Toe
- Products

Topic: Affective Education

- Definition
- Reinforce importance
- Do's and don'ts
- Activities (active, hands-on, journals, children's literature, community service, and more)

ITEM	Proposed Budget 2007– 08 Epstein	Proposed Budget 2007– 08 Lewis
Instructors' fees	\$7,500	\$10,000
Hotel	575	1,150
Meal allowance \$39 per diem	195	390
Airfare (Epstein)	425	
Car rental (Lewis)		675
Car gas (Lewis)		150
Postage/phone	75	
Instructional Materials	1,000	
Estimated Total	\$9,770	\$12,365