

NINTH GRADE ACADEMIES EVALUATION

AGREEMENT MODIFICATION

This fourth modification ("Agreement") is made as of June 21, 2012 between MDRC, a Delaware not-for-profit corporation with its principal office located at 16 East 34th Street, New York, NY 10016 and The School Board of Broward County ("SBBC"), located at 600 SE Third Avenue, Fort Lauderdale, FL 33301.

WHEREAS, MDRC and SBBC entered into an agreement (the "Original Agreement") for the term July 1, 2009 through June 30, 2014 to participate in the Ninth Grade Academies Evaluation (the "Evaluation"), specifically to hire a full-time Research Specialist position to assist in all aspects of the Evaluation, including assuming the lead liaison role between MDRC and SBBC; and

WHEREAS, MDRC and SBBC modified the Original Agreement in July 2010, July 2011 and October 2011 in order to clarify the extent to which funds from MDRC's agreement with the U.S. Department of Education have been appropriated, to identify SBBC's new Research Specialist as Diego De Rose ("De Rose"), and to adjust MDRC's annual payments to SBBC supporting De Rose, respectively; and

WHEREAS, MDRC and SBBC wish to further modify the Original Agreement in order to acknowledge that the Research Specialist position has been vacant since January 2012, to agree regarding the funds remaining to support the Research Specialist position, to agree regarding the recruitment of a new Research Specialist and the use of said funds, and to provide for SBBC to send data to MDRC for purposes of the Evaluation; and

WHEREAS, MDRC and SBBC have reached agreement regarding the terms and conditions and wish to set them forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Key Personnel.

SBBC's Research Specialist, Diego De Rose, left the position in January 2012. The position remains vacant. MDRC will recruit a Research Specialist and, with approval by SBBC, will hire the successful candidate as a consultant. MDRC will be responsible for supervising and paying the consultant. The parties will work together to assure an orderly transition of the new Research Specialist with respect to the Project

2. Disbursement of Funds Remaining.

The parties agree that the funding provided by MDRC to support the Research Specialist position has been partially, but not fully, spent by SBBC. The funds remaining amount to \$58,851 (fifty eight thousand, eight hundred fifty one dollars).

SBBC will pay MDRC the entire amount of these funds, namely \$58,851, within 30 (thirty) days of signing this Agreement Modification but in no event no later than 60 days from the date that MDRC signs this agreement.

3. Data Provision.

SBBC agrees to provide MDRC with de-identified student-level data needed by MDRC for the Evaluation. MDRC will provide SBBC with reasonable notice when requesting such data, which might include but not be limited to the following:

- Attendance: daily attendance and chronic absenteeism;
- Student progress: grade promotion, credit accumulation, GPA, FCAT results;
- Behavior: office referrals and in/out of school suspensions;
- Student and staff survey information: administered by SBBC and transmitted to MDRC.

SBBC will provide the data, as requested by MDRC, by grade level, for school years 2010-2011; 2011-2012; 2012-2013; 2013-2014. Provided, however, following MDRC's request, SBBC will provide MDRC with an estimate of the number of hours the data production is expected to take.

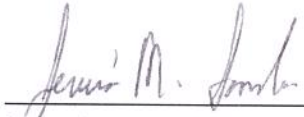
SBBC will respond to MDRC requests within a reasonable period of time, to be determined by MDRC and SBBC.

Following MDRC's approval of SBBC's estimate, MDRC will pay SBBC \$100 (one hundred dollars) per hour in consideration of the effort expended by SBBC to produce the data requested by MDRC. SBBC will submit invoices reflecting such expenditures on a monthly basis for each month that data is provided to MDRC. MDRC will pay these invoices, as approved by MDRC, within 30 days of receipt.

All other terms and conditions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

MDRC



Jesus M. Amadeo
Senior Vice President

6/21/12

Date

The School Board of Broward County, Florida

AS TO RECIPIENT

WITNESS:

**The School Board of Broward
County, Florida**

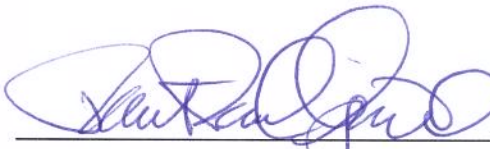
(Corporate Seal)

ATTEST:

By _____
Ann Murray, Chair

This Agreement/Item has been reviewed and approved as to form and legal content by the Office of the General Counsel

Robert W. Runcie, Superintendent of Schools



School Board Attorney