


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

Meeting Date <div style="border: 1px solid black; padding: 2px; text-align: center;">3-17-14</div>	<table style="width: 100%; border: none;"><tr><td style="width: 50%; border: none; text-align: center;">Open Agenda <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</td><td style="width: 50%; border: none; text-align: center;">Special Order Request <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</td></tr></table>	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number <div style="border: 1px solid black; padding: 2px; text-align: center;">II-1.</div>
Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

<b>TITLE:</b> Professional Development Contract Agreement between Broward County Public Schools and Corwin Press, Inc. for fulfillment of Visible Learning Program for schools.	
<b>REQUESTED ACTION:</b> Approve the Visible Learning Contract Agreement between Broward County Public Schools and Corwin Press, Inc. for professional development services.	
<b>SUMMARY EXPLANATION AND BACKGROUND:</b> Broward County Public Schools was awarded Race To The Top, Project 10 Amendment 14 grant funds from the Florida Department of Education to support continuous professional learning specific to school leadership teams to improve instructional practices. The approval of this agreement will allow for school teams comprised of the Principal, a Teacher Leader and a Coach to implement Dr. John Hattie's work and the Visible Learning approach through a set of professional development series to include two days in June and a follow-up day in October. By using the meta-analysis of research collected over 15 years, this series will share the major factors and practices that influence biggest gains in student achievement, allow schools to pinpoint areas of need in their schools, and offer change that will increase achievement levels for all students, across all content areas.  This targeted professional learning series will further support the Marzano Instructional Framework for teacher assessment and growth as well as the development of school leaders using the Broward Assessment for School Administrators (BASA). The work of Dr. John Hattie and Dr. Vivian Robinson greatly influenced the development of both the Marzano Instructional Framework and the BASA.  Teachers and Administrators have gained much knowledge around the strengths of the Marzano Instructional Framework and the BASA as developmental tools. Our professional workforce is now ready to deepen their learning of the research that both of these systems embody and how to apply the level of research to student success. Dr. Hattie notes that giving students 100% visibility into what they are learning is the single most effective method of improving student achievement across all levels and demographics. Visible Learning Professional Development supports the goals of High Quality Instruction and Continuous Improvement by developing school teams to effectively identify and analyze impact data to improve teacher effectiveness and student achievement.  This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.	
<b>SCHOOL BOARD GOALS:</b> X • Goal 1:      High Quality Instruction X • Goal 2:      Continuous Improvement • Goal 3:      Effective Communication	
<b>FINANCIAL IMPACT:</b> There is no financial impact to the District General Fund. The funding source is the Race to the Top grant funds from the Florida Department of Education in the amount of \$327,600.00.	
<b>EXHIBITS: (List)</b> Corwin Press, Inc. Agreement	
<div style="border: 1px solid black; padding: 10px; font-size: 24px; font-weight: bold;">APPROVED</div>	<b>SOURCE OF ADDITIONAL INFORMATION:</b> Dr. Elisa Calabrese      754-321-5044  <div style="border-top: 1px solid black; display: flex; justify-content: space-between; font-size: 10px;"><span>Name</span><span>Phone</span></div>

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

*Dr. Elisa Calabrese, Chief Talent Development Officer*

*Office of Talent Development*

Approved in Open Board Meeting on:

**MAR 17 2014**

By:



School Board Chair

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this day of March 2014 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

**CORWIN PRESS, INC.**

(hereinafter referred to as "Corwin"),  
whose principal place of business is  
2455 Teller Road,  
Thousand Oaks, California 91320.

**WHEREAS**, the Parties hereto desire to enter into a contractual agreement for professional development services (hereinafter referred to as "Services") that will implement a professional learning program for school based leadership teams with well known associates to support the district's efforts in improving effective teaching practices ; and

**WHEREAS**, Corwin is a publisher for educators' professional development needs, providing books, kits, professional learning events, and specialized libraries to help educators do their work better; and

**WHEREAS**, Corwin desires to provide professional learning for school based administrators and their leadership teams in accordance with the Corwin Scope of Work (Attachment A), and

**WHEREAS**, SBBC desires to contract with Corwin for the furnishing of services related to SBBC's professional learning needs.

**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.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on October 31, 2016 or until Corwin has completed the Services described in the Scope of Work. The term of each Scope of Work will be set forth in the applicable **Attachment A – Scope of Work**.

2.02 **Services, Terms and Conditions.** The services, terms and conditions as contained in Corwin's Scope of Work are incorporated herein as set forth on **Attachment A**.

2.02.1 Pricing. The pricing, as detailed in Attachment A constitutes a fixed cost for services. The Parties agree that the firm fixed costs shall not include any products, services, or expenses not specified in Corwin's Scope of Work (**Attachment A**).

2.03 **Compensation.** Corwin will be paid at the rates outlined in the applicable Scope of Work. Any additional monies outside of these approved rates for tasks specified in the Scope of Work must be pre-approved in writing by an authorized representative of SBBC. Corwin agrees to submit detailed invoices as set forth in the Scope of Work.

2.04 **Warranties.** Corwin represents and warrants (i) that it will perform the Services using qualified personnel and in accordance with the industry standards; and (ii) that it will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local or other governmental unit which has jurisdiction in such circumstance.

2.05 **Non-exclusive Relationship.** Nothing contained in this Agreement will be construed as creating an exclusive relationship between the parties. This Agreement is non-exclusive and nothing in this Agreement will prevent either party from entering into the same or similar relationship with others or from pursuing any business opportunities or concepts independently of the other.

2.06 **Inspection of Corwin's Records by SBBC.** Corwin shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Corwin's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Corwin or any of Corwin's payees pursuant to this Agreement. Corwin's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Corwin's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Corwin's Records Defined. For the purposes of this Agreement, the term "Corwin's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Corwin's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Corwin pursuant to this Agreement.

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

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Corwin's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Corwin to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Corwin's claims for payment by SBBC.

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

(g) Inspection of Subcontractor's Records. Corwin shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Corwin to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Corwin pursuant to this Agreement and such excluded costs shall become the liability of Corwin.

(h) Inspector General Audits. Corwin shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief, Talent Development 3531 Davie Road,, Davie FL 33314
To Corwin:	Elena Nikitina Corwin Press, Inc., 2455 Teller Road, Thousand Oaks, California
With a Copy to:	Steven M. Eden, Vice President & General Counsel 2455 Teller Road, Thousand Oaks, CA 91320

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

2.09 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Corwin: Corwin 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 Corwin, its agents, servants or employees; the equipment of Corwin, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Corwin or the negligence of Corwin'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 Corwin, 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 or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender

expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon sixty (60) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall pay Corwin for any goods or services provided through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **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.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **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.

3.12 **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.

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

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.



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

3.16 **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.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **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.

3.21 **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.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **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.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

**FOR SBBC**


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By 

Patricia Good, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 02/06/14  
Office of the General Counsel

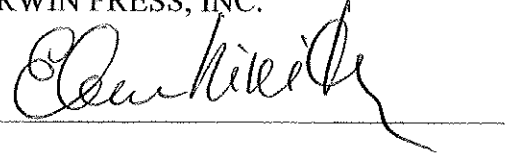
**FOR CORWIN**

(Corporate Seal)

ATTEST:

CORWIN PRESS, INC.

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 California

COUNTY OF Ventura

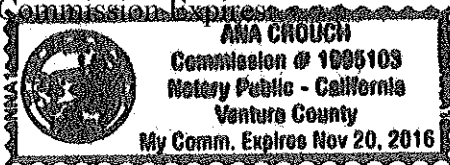
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2014 by Elena Nikitina of SAGE / Corwin, on behalf of the corporation/agency.

Name of Person

Name of Corporation or Agency

He/She is personally known to me or produced CA Drivers Lic. as identification and did/did not first take an oath. Type of Identification

My Commission Expires



(SEAL)

Ana Crouch  
Signature – Notary Public

Ana Crouch  
Printed Name of Notary

1995103 exp. 11/20/16  
Notary's Commission No.

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**ATTACHMENT A**

**SCOPE OF WORK**



**Broward County Public Schools**

**Corwin Visible Learning Proposal**

**Ft. Lauderdale, Florida**  
**January 10, 2014**

# **Content**

**PART I: Introduction**

**PART II: CONSULTANT'S CAPABILITY**

**PART III: SERVICES**

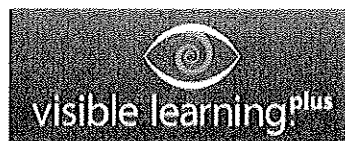
**PART IV: PRICING**

**APPENDIX A: Additional Seminars and Services Available through Visible Learning**



## Broward County Public Schools

### Corwin Visible Learning Proposal



#### **PART I: Introduction**

Corwin, one of the nation's leading publishers and providers of professional learning resources for K-12 educators, has signed an exclusive 3-year partnership agreement with Cognition Education to bring Hattie's Visible Learning Plus program to the United States and Canada.

John Hattie's work has fundamentally changed what we know about what works in education. Now, through Corwin's partnership with Cognition Education, we are able to make the Visible Learning Plus program available to help schools focus on the practices that matter most in improving student achievement.

Visible Learning is based on a meta-analysis of 1,079 research reviews and counting, comprising more than 50,000 individual studies—the largest meta-analysis ever conducted in the field of education. Hattie identified the major factors and practices that influenced student achievement, from family background to teacher training to specific instructional practices. He then went a step further and calculated *how much of an effect* each factor had on students. He ranked the effect sizes, and from those rankings he determined the educational practices that result in the biggest gains in student achievement—as well as the practices that have no discernible impact, or sometimes even a negative impact.

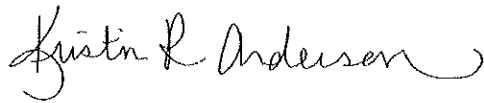
“What Hattie found was that the single most effective method for improving student achievement was giving students 100% visibility into what they are learning and why,” says Deb Masters, Director of Visible Learning Plus for Cognition Education. “When students are in a Visible Learning school, they are able to articulate what they are learning, their progress toward their learning goals, what the next step is, and how they are going to get there—to the extent that they can accurately predict how well they will perform on tests, because they know what they know and also what they *don't* know and still need to learn.”

The Visible Learning Plus program includes a three-part foundational series of seminars in which participants learn about Hattie's work and the Visible Learning approach, gather data to assess their school's progress toward becoming a Visible Learning school, and devise a plan for moving forward.

“I am delighted to be part of the Visible Learning plus partnership with Corwin as I see great synergies between the work of our two organizations,” says John Hattie. “With a focus on strategies for system improvement as well as the wealth of publications and authors that Corwin publishes, the foundation is set for a long association and long-term impact on schools across North America.”

Corwin is prepared to stand beside the state of Florida in building the capacity of school districts and developing interactive, student-centered schools with high academic and cultural expectations for all students.

Sincerely,

A handwritten signature in cursive script that reads "Kristin R. Anderson". The signature is written in black ink and is positioned above the printed name.

Kristin Anderson

Director of Professional Learning

Corwin Press

## **PART II: CONSULTANT'S CAPABILITY**

Corwin, a SAGE company, was established in 1990 to provide solutions for PreK–12 educators. Corwin offers books, digital professional development products, institutes, and on-site consulting services for a diverse set of professionals — state officials, district representatives, principals, administrators, specialists, teachers, counselors, consultants, teacher educators, and collegiate-level students.

Currently there are over 130 consultants who deliver professional development and offer services on Corwin's behalf around the world. Twenty of these 130 consultants are certified to provide Visible Learning professional development series and implementation support to state departments, educational service agencies, districts, and school sites in the United States. Only the best of the best have been selected for this elite team.

## **PART III: SERVICES**

### Scientifically Based Research

Corwin's consultant will introduce and incorporate the most extensive, unparalleled collection of research (1,079 meta-analyses and counting) that speaks to what will influence and ultimately increase achievement levels in students grade K-12. Utilizing the ground-breaking research collected over 15 years by John Hattie, our consultants will work with Broward County Public School Teams to pinpoint areas of need in their schools, and offer change that will increase achievement levels for all students, across all content areas.

### Instructional Audit

Between Evidence into Action days one and two, practitioners will be given the opportunity to conduct a self-audit of their building's/district's progress.

### Data

During a two-part program ***Evidence Into Action*** (EIA), our consultants will explain and provide the tools to learn what evidence should be collected to assess its current compliance with a Visible Learning strategy for School Improvement. From that evidence our consultants will instruct leaders how to learn where strengths exist and what areas require focus for review and change.

**EIA Part One:** The first day of the Evidence Into Action program introduces the types of evidence that can be used to prioritize the direction of your learning environment(s). Leaders will receive comprehensive tools to support this work.

Leaders will learn to:

- Understand the leadership actions which have the greatest impact on student outcomes



- Explain importance of leaders as evaluators
- Identify the types of evidence that can be used and the tools available to support this.

**EIA Part Two:** Leaders will return with their laptops to analyze data, calculate effect sizes, and plan the next steps for managing change back at their schools.

Outcomes:

- Leaders will have a clear idea of where they are now, where they are going, and where to go next with Visible Learning at their schools.
- Leaders will have a clear understanding of the change management strategies which will assist the implementation of Visible Learning at their schools.

### Professional Development

Visible Learning Plus is an in-depth school change model of professional learning and development. This professional development series has been designed for school-based teams to systematically examine effective instructional practices in order to determine the “impact” on student achievement and learning. By considering the effects of the practices of teachers and leaders, schools will be able to make substantial gains in student achievement.

The success of any student relies largely on how well he or she is engaged with his or her own learning. Our consultant will take district and school leaders through a proven, data-reliant assessment— school by school, teacher by teacher— to design a customized program of instruction that will result in measurable results within 3 months, across all curriculum.

School change begins with leadership at the state, district, and school level. Through Visible Learning Plus, our consultant will identify the mind frames leaders need to have in order to impact student achievement and instruction, and coach teachers toward adoption and implementation of the principles.

The following is an expansive inventory of the professional development and services Corwin will offer the Broward County Public Schools:

#### **a. Foundation Professional Learning Session (one day)**

As a result of attending this one day seminar, participants will identify and discuss the most important messages from the Visible Learning research, learn about the five strands of Visible Learning, and know the difference between the influences that ‘do’ and ‘do not’ make a significant difference to student achievement. The seminar provides practical activities and take-away tools.

During this seminar participants will learn:

- The key philosophy of Visible Learning and the major factors that influence student learning and achievement
- The importance of effect sizes as a useful way to measure progress
- The key characteristics of assessment capable learners (students who can answer: Where am I going? How am I going? Where to next?)
- The mind frames leaders need to have in order to impact student achievement and instruction
- The role of feedback
- The importance of learning intentions and success criteria

**b. Evidence into Action for Leaders (Parts One and Two)**

During the Evidence into Action seminars participants will learn what evidence they should collect in their schools and districts to determine if they are a Visible Learning school, and focus on the educational practices that are proven to increase student achievement. This evidence will provide a base-line audit of the core areas of strength that currently exist in each setting along with the essential areas of need.

During this two-part series, participants will learn the following core principles:

- Know Thy Impact – How do you know the impact on student achievement of what you are doing?
- Visible Learners – What are the characteristics of Visible Learners and how do you know if your students have these traits?
- Visible Learning schools – How do you align your school's strategies and structures for what matters most in teaching and learning?
- Inspired and passionate teaching – What are the characteristics of inspired and passionate teachers and how do you know if your teachers have these traits?
- Effective feedback – What type of feedback is being communicated between teachers, between students, and between teachers and students?

**Part One (One day):** The first day of the Evidence into Action series introduces the types of evidence that can be used to prioritize the direction of the learning environment, and attendees will receive the tools available that support this.

During this seminar participants will learn the:

- Leadership actions which have the greatest impact on student outcomes
- Importance of leaders as evaluators.
- Types of evidence that can be used and the tools available to support this.

**Part Two (One day):** On the second day of the Evidence into Action series, participants return with their laptop to analyze data, calculate effect sizes, and plan the next steps for managing change back at their schools.

During this seminar participants will:

- Have a clear idea of where they are at now, where they are going, and where to go next with Visible Learning in their schools.
- Have a clear understanding of the change management strategies which will assist the implementation of Visible Learning at their schools.

#### **PART IV: PRICING**

It is recommended that Broward County Public Schools partner with Corwin to provide its leaders with a solid foundation in Visible Learning by fully participating in the Visible Learning<sup>plus</sup> work outlined in this proposal. It is recommended that three leaders attend from each school for fidelity of implementation. Assuming 250 schools, pricing is as follows:

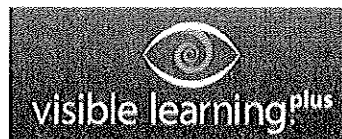
<b>Foundation Day</b>	
3 leaders per school x 250 schools = 750 participants	
Each participant will attend 3 professional learning sessions:	
Foundation Day	
Evidence Into Action Day 1	
Evidence Into Action Day 2	
<b>Four Corwin consultants will be contracted to complete this work, each delivering a total of 8 professional learning sessions.</b>	<b>\$207,600</b>
<b>Materials</b>	
Foundation Day (750 x \$110/pp) – Materials include John Hattie’s books <i>Visible Learning</i> and <i>Visible Learning for Teachers</i> , and the Foundation Day Workbook	\$82,500
Evidence Into Action – Day 1 (750 x \$25/pp) – Workbook	\$18,750
Evidence Into Action – Day 2 (750 x \$25/pp) – Workbook	\$18,750
<b>Materials Total</b>	<b>\$120,000</b>
<b>TOTAL</b>	<b>\$327,600</b>

**For information on the contents of this proposal or any questions that result upon reviewing it, please contact:**

**Jan Corliss**

*Senior Account Manager, Professional Development Solutions*

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## **APPENDIX A: Additional Seminars and Services Available through Visible Learning**

We know that after the 3 days of foundational work with Visible Learning, Broward County Public Schools this new lens into what works best for its students will identify new needs for on-going professional development and support. Corwin is prepared to fulfill those needs in the including (but not limited to) our Inside and Systems Series work:

### **Inside Series**

The Visible Learning inside series begins to look in greater depth at the five visible learning strands (Feedback that Makes Learning Visible, Developing Assessment Capable Learners, Using Data to Evaluate Your Impact). Inside series days can be chosen through the evidence gathered in the Evidence into Action session(s). This will support turn-around schools in implementing effective strategies throughout the school to enhance learning. Available seminars include:

#### *Feedback that Makes Learning Visible*

The research tells us that feedback has a big impact on student achievement. But not all feedback is equal. This professional learning session focuses on the Visible Learning levels of feedback. Participants will discover what students think is the most effective feedback, and then practice how to give great feedback to students.

#### *Developing Assessment Capable Learners*

This day introduces the power of making learning visible in the classroom and will help educators develop assessment-capable learners. It is about seeing learning through the eyes of students so that they can answer the questions: Where am I going? How am I going? Where to next? These questions are the foundation for developing assessment-capable learners.

### *Using Data to Evaluate Your Impact*

What assessments are used in your school? How is this information used to measure progress? How does your data inform future direction? In this seminar participants will look at the theories behind using standardized testing for measuring progress in reading, writing and mathematics. There will be a balance of both research and theory, with hands on data dicing! Attendees will also learn how to calculate effect sizes and how to interpret data to show impact.

### **Systems Series**

The Visible Learning plus system approach is designed to deliver the Visible Learning Foundation Series and the Inside Series in a way that grows capacity and develops the sustainability of the regions/group of schools with which the Visible Learning plus team is working.

The Visible Learning Foundation series has a focus on school self-review and this is built into the overall program. In order to maximize the effectiveness of the program and its impact on changes in teacher practice and student learning achievement the Visible Learning plus team has introduced a further series of support for schools.

This support can occur in the following ways:

### **The Establishment of a Steering/Guiding Coalition**

The purpose of the steering group is to set the parameters of the work based both on the Visible Learning research findings and the policy and operational parameters of the local context within which the program is to be introduced, to develop the intervention logic model for the formative evaluation component, to plan actions based on the findings of the embedded formative evaluation, and to meet and discuss the project on an ongoing basis – all based on agreed terms of reference.



### **Impact Coaches**

The purpose of the Impact Coach is to support the work of school and/or system leaders as they focus on collecting as part of the Evidence into Action process the Visible Learning evidence required, and then to support the planning and introduction of a Visible Learning action plan. The role is intended for identified school leaders, school system leaders and those who might be identified as able to support the Visible Learning professional learning and impact within the schools and/or the system. The Impact Coach role is to monitor the impact, implementation and unintended consequences of the Visible

Learning program. The role is designed as a springboard for this group to lead others as they develop their own skills and experience in coaching.

Each school in the program will be assigned an Impact Coach to coach them through the Visible Learning self-review and learning process.

Impact Coaches will be trained and supported in group seminar sessions, and an online support component.

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# **APPLICATION FOR REGISTRATION OF FICTITIOUS NAME**

**REGISTRATION#** G14000009792

**Fictitious Name to be Registered:** CORWIN PRESS

**Mailing Address of Business:** 2455 TELLER ROAD  
THOUSAND OAKS, CA 91320

**Florida County of Principal Place of Business:** MULTIPLE

**FEI Number:**

**FILED**  
**Jan 28, 2014**  
**Secretary of State**

**Owner(s) of Fictitious Name:**

SAGE PUBLICATIONS, INC.  
2455 TELLER ROAD  
THOUSAND OAKS, CA 91320  
Florida Document Number: F08000001484  
FEI Number: 95-2454902

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

CHRIS HICKOK

01/28/2014

Electronic Signature(s)

Date

**Certificate of Status Requested ( )**

**Certified Copy Requested ( )**



**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Foreign Profit Corporation**

SAGE PUBLICATIONS, INC.

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<b>State</b>	DE
<b>Status</b>	ACTIVE

**Principal Address**2455 TELLER RD.  
THOUSAND OAKS, CA 91320**Mailing Address**2455 TELLER RD.  
THOUSAND OAKS, CA 91320**Registered Agent Name & Address**NATIONAL CORPORATE RESEARCH, LTD., INC.  
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TALLAHASSEE, FL 32301

Name Changed: 04/06/2012

Address Changed: 04/06/2012

**Officer/Director Detail****Name & Address**

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Title D

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