


AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 3-17-14	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 II-2.
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TITLE: Professional Development Contract Agreement between Broward County Public Schools and Houghton Mifflin Harcourt Publishing Company for fulfillment of Common Formative Assessments and Leadership Development Program for schools.	
REQUESTED ACTION: Approve the Common Formative Assessments and Leadership Development Program Contract Agreement between Broward County Public Schools and Houghton Mifflin Harcourt Publishing Company for professional development services.	
SUMMARY EXPLANATION AND BACKGROUND: <p>This contract will support additional courses for school teams as they implement continuous improvement strategies focused on high quality instruction. Broward County Public Schools was awarded the Race to the Top (RTTT), 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. Previously, school teams participated in professional learning entitled, <i>Decision-Making for Results and Data Teams</i>, <i>Prioritizing for Effective Leadership Practice</i> and <i>Common Formative Assessments</i>. Based on Principal feedback, these courses provided a foundation for implementing strategies and skills needed to provide High Quality Instruction and Continuous Improvement for all students. This contract will allow the continuation of courses and a deepening of understanding for those schools that participated in previous sessions. A brief description of each course supported by this contract follows:</p> <p>The "Decision-Making for Results and Data Teams" two-day course includes examining data and making leadership and instructional decisions within the framework of a proven and effective five-step process that focuses on adult actions to impact student performance. Participants utilize tools to implement and sustain successful Data Teams at their school sites. Currently, 333 participants representing eighty (80) school leadership teams, including Administrators, have participated in this professional learning.</p> <p>"Prioritizing for Effective Leadership Practice" is a two-day course designed around the eighteen BASA indicators that are closely linked to effective management practices. Learning is grounded in current research and focuses on the organizational side of leaders' responsibilities and reflective practices, self-assessments, and a variety of interactive learning activities to assist leaders in structuring their time most effectively and efficiently to support student learning. Currently, eighty-five (85) Principals and Assistant Principals have participated in this professional learning.</p> <p>"Common Formative Assessments" is a two-day course that is integral to successfully implementing Data Teams. School teams including leaders learn to collaboratively develop, test, refine, and analyze common formative assessments in order to gain reliable and timely feedback on student progress and to adjust instructional practices appropriately. Currently, 136 participants representing forty (40) school leadership teams, including Administrators, have participated in this professional learning.</p> <p>"Building Data Teams and Coaching the Process" is a new professional learning to BCPS. Participants in this session will continue to deepen the understanding of distributed leadership and how to implement it through the use of school site Data Teams. Participants will learn to monitor and support the effectiveness of teams already implemented. Explicit guidance in linking cause (adult action) and effect (student achievement data) will be discussed as well as how to use this relationship to adjust actions throughout the year and apply coaching skills and concepts.</p> <p>This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.</p>	
SCHOOL BOARD GOALS: X•Goal 1:High Quality Instruction X•Goal 2:Continuous Improvement _ •Goal 3:Effective Communication	
FINANCIAL IMPACT: There is no financial impact to the District General Fund. The funding source is the Race to the Top funds from the Florida Department of Education in the amount of \$89,809.00.	
EXHIBITS: (List) SBBC_HMH_LLC_Final_Contract	
BOARD ACTION: <div align="center" style="font-size: 24pt; font-weight: bold;">APPROVED</div>	SOURCE OF ADDITIONAL INFORMATION: Dr. Elisa Calabrese 754-321-5044  Name _____ Phone _____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Dr. Elisa Calabrese
Chief Talent Development Officer

Approved in Open Board Meeting on:

By:

MAR 17 2014



 School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into as of this 17th 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

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

(hereinafter referred to as "HMH"),
whose principal place of business is
222 Berkeley Street,
Boston, MA 02116,
but also does business as the Leadership and Learning Center,
with offices at
317 Inverness Way South,
Englewood, Colorado 80112.

SBBC and HMH are referred to collectively as "Parties"

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 educators to increase student achievement through the specific processes of Data Teams (DT), Common Formative Assessments (CFA) and Leadership Development; and

WHEREAS, HMH desires to provide professional learning for school based administrators in accordance with the HMH Proposal (Attachment A) which is incorporated herein by reference; and

WHEREAS, SBBC desires to contract with HMH 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 June 30, 2015 or until HMH 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 HMH'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 HMH's Scope of Work (**Attachment A**).

2.03 **Compensation.** HMH 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 the Customer. HMH agrees to submit detailed invoices as set forth in the Scope of Work.

2.04 **Warranties.** HMH 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 HMH's Records by SBBC.** HMH 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 HMH'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 HMH or any of HMH's payees pursuant to this Agreement. HMH'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. HMH'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) HMH's Records Defined. For the purposes of this Agreement, the term "HMH'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 HMH'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 HMH pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide HMH 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 HMH'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 HMH 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 HMH'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 HMH in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by HMH. If the audit discloses billings or charges to which HMH is not contractually entitled, HMH 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. HMH 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 HMH 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 HMH pursuant to this Agreement and such excluded costs shall become the liability of HMH.

(h) Inspector General Audits. HMH 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 HMH:	Lisa Jacobson Houghton Mifflin Harcourt 222 Berkeley Street Boston, MA 02116
With a Copy to:	Kendall King The Leadership and Learning Center 317 Inverness Way South, Suite 150 Englewood, Colorado 80112

2.08 Background Screening: HMH 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 HMH or its personnel providing any services under the conditions described in the previous sentence. HMH 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 HMH and its personnel. The parties agree that the failure of HMH 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. HMH 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 HMH'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 HMH: HMH 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 HMH, its agents, servants or employees; the equipment of HMH, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of HMH or the negligence of HMH'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 HMH, 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 thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

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 nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **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

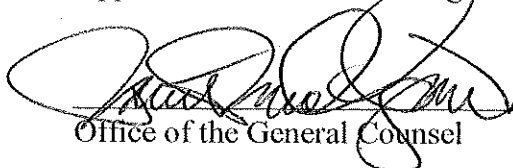
By 

Patricia Good, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 02/19/14
Office of the General Counsel

FOR HMH

(Corporate Seal)

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

ATTEST:

By *Lisa A. Jacobson*

_____, Secretary

-or-

Liz McDra
Witness

Amanda Boglio
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 Massachusetts

COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 14th day of February, 2014 by Lisa A. Jacobson of Houghton Mifflin Harcourt Publishing Co.
Name of Person
Name of Corporation or Agency

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

My Commission Expires: 5/27/16

Kathleen A. Rideout
Signature – Notary Public

(SEAL)

Printed Name of Notary KATHLEEN A. RIDEOUT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 27, 2016
Notary's Commission No. _____

ATTACHMENT A
SCOPE OF WORK



**Houghton
Mifflin
Harcourt**

**A Partnership Proposal for
Common Formative Assessment
and
Leadership Development in
Broward County Public Schools**

February 10, 2014

The Leadership and Learning Center

Contents

Proposal Overview

Full Description of Services

Investment Schedule of Proposed Services

Contact Information



Houghton Mifflin Harcourt

Proposal Overview

The Center has developed an intensive approach to professional development to assist **Broward County Public Schools** in increasing student achievement through the specific processes of Data Teams (DT), Common Formative Assessment (CFA) and Leadership Development.

The Data Teams and Common Formative Assessment framework offers a host of useful tools for leaders and teachers as well as a proven process for providing data-driven instruction. This process is critical to successful standards-based instruction and demonstrating gains in teaching and learning. By implementing a system of intentionally aligned components including prioritized standards, common formative assessments, key instructional strategies, and a proven process for collaboration and decision-making, increased achievement through instructional leadership is clearly attainable.

In order to achieve maximum gains, Broward County Public Schools will build upon the foundation of the Data Teams process in all schools. It will provide opportunities for further development of instructional leaders to coach and guide schools in their use of the model.

Some of the many benefits of developing Instructional Leadership include:

- District-wide support for Data Teams application
- Expertise in Common Formative Assessment and its role in instruction
- Building sustainable leadership capacity



Houghton Mifflin Harcourt

Common Formative Assessment

Common Formative Assessments are both a product and a process integral to successful Data Teams.

Educators will learn to collaboratively develop, test, and refine common formative assessments in order to gain reliable and timely feedback on student progress in order to adjust instructional practices appropriately.

Common Formative Assessments Learning Objectives:

- Regular and timely feedback regarding student attainment of most critical standards in order to better meet diverse learning needs of all students
- Multiple-measure assessments that allow students to demonstrate their understanding in a variety of formats
- Ongoing collaboration opportunities for grade-level, course, and department teachers
- Consistent expectations within a grade level, course, and department regarding standards, instruction, and assessment priorities
- Agreed-upon criteria in for students to reach proficiency within each individual classroom, grade level, school, and district
- Deliberate alignment of classroom, school, district, and state assessments to better prepare students for success on state assessments
- Results that provide predictive value on how students are likely to do on each succeeding assessment in time to make instructional modifications

Common Formative Assessments are periodic or interim assessments, collaboratively designed by grade-level or course teams of teachers, and administered to all students in a grade level or course several times during the quarter, semester, trimester, or entire school year. Designed as matching *pre-* and *post-*assessments to ensure same-assessment to same-assessment comparisons, the format and design is similar to district and state assessments.

Common formative assessment items are intentionally aligned to essential priority standards *only* and reflect a blend of item types, including selected-response, constructed-response, and performance tasks.

Participating teachers analyze student assessment results in Data Teams to plan and differentiate instruction. Such results provide *predictive value* as to how students are likely to do on each succeeding assessment (school, district, and state) in time for teachers to make instructional modifications.

In addition, collaboratively creating and analyzing common formative assessments helps teachers and administrators identify the antecedents of excellence.



Houghton Mifflin Harcourt

Prioritizing for Effective Leadership Practice

How can a dedicated principal work really, really hard but fail to get to the most important work of promoting and participating in the professional learning and development of their teachers? The answer is obvious: by spending too much time on the wrong things and not enough on the right things. That sounds pretty straightforward—but in most cases principals aren't clear enough about the "right things" and often fall victim to common "time bandits." As a result, staff and students don't perform nearly as well as they could have.

Prioritizing Effective Leadership Practice is a two-day seminar designed around the eighteen BASA Indicators that are closely linked to effective management practices. School and district leaders will have their learning grounded in current research and apply what they have learned to their unique contexts. Leaders will focus on the organizational side of their responsibilities and discuss how best to manage their time and use it effectively. However, time management is not always easy to do as principals are challenged every day with balancing a multitude of different tasks. Participants will be engaged throughout the two days in reflective practice, self-assessments, and a variety of interactive learning activities including table talks, whole group discussions, and collegial interaction around rich scenarios.

Participants will learn (Learning Intentions):

- Which BASA Indicators are linked to effective management practices
- About common "time bandits"
- Strategies for going beyond the "to do" list to spend time strategically
- A process to diagnose "time leakage" in the leaders' day with a time assessment
- How to structure leaders' time effectively and efficiently
- Practices to help take control of telephones, e-mail, meetings, and drive-by interruptions

As a result of attending this two-day seminar, participants will be able to (Success Criteria):

- Identify and replicate successful leadership practices
- Link leadership decisions to enhanced teacher and student performance
- Create change in the face of passivity or active resistance
- Use a variety of systems thinking tools to organize leadership tasks and projects
- Produce illustrative examples of "Effective" leadership practice in select BASA Indicators

As a result of this two-day seminar and intentional implementation afterward, districts can expect the following outcomes:

- Improved management of school operations
- Leaders with more time for instructional leadership
- Increased leadership capacity at all levels

This seminar is designed for school administrators, directors, who value their time, but don't know exactly how to best maximize the time to get their jobs done well. Reduce stress, increase productivity, and find the time to lead schools in very tough times!



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Data Teams: Building Data Teams & Coaching the Process

Data Teams are the vehicle that will operationalize all other school improvement initiatives. Educators need the collaborative Data Teams process to examine data to impact instructional effectiveness. Effective Data Teams must understand how to create assessments that match or exceed the cognitive demand of the standards, analyze student work samples against those standards, and how to select instructional strategies that align with the identified standards. Administrators and instructional leaders need to know how to support teachers in elevating their collaborative practice in order to meet these new demands.

The *Building Data Teams* module will build an understanding of the concept of distributed leadership and how to implement it through the use of the Building-Level Data Team. Participants will learn to monitor and support the effectiveness of Instructional Data Teams through the Building Data Team. This module will provide explicit guidance for linking cause (adult action) and effect (student achievement data) and how to use that relationship to adjust actions throughout the year.

Learning Objectives:

- Learn how to implement distributed leadership using the Building Data Team
- Learn how to monitor and support Instructional Data Teams

Data Teams: Coaching the Process is designed for any person who will be involved in supporting the implementation of the Data Teams process including principals, assistant principals, instructional coaches, and certificated Data Teams trainers. This module will provide participants with effective frameworks for coaching the process. Additionally, participants will have an opportunity to apply coaching skills and concepts to real-life scenarios through the use of video recorded Data Team meetings.

Learning Objectives:

- Learn effective models for coaching the Data Teams process
- Understand and apply effective coaching strategies



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Decision Making for Results & Data Teams

The processes learned in this seminar will ensure that Broward County Public Schools has the most effective data analysis framework and strategies to impact student achievement. The Center will customize this two-day seminar to meet the specific circumstances and challenges that Broward County Public Schools faces today.

Participants will spend the first day examining data and making leadership and instructional decisions within the framework of a proven and effective process. The Decision Making for Results process includes the following steps:

- Inquiry
- Treasure Hunt
- Analyzing to Prioritize
- SMART Goals
- Strategies
- Determining Results Indicators
- Monitoring and Review

Each step will take participants deeper into new systems of thinking and applications of data. During the seminar, participants must examine their own real data on real students so that they understand the process in context. By the conclusion of the day, participants will have learned the process and made concrete improvement decisions.

Decision Making for Results Learning Objectives:

- Understand the definition and components of data-driven decisions
- Discover how this process will improve student achievement in the district
- Find out what data addresses your most pressing issues and questions related to student achievement in reading, writing, and mathematics
- Weed out data that does not inform the urgent issues related to student achievement
- Witness how the data process helps inform, not only what students in the system are doing, but what the adults in the system are doing
- Learn what is required of administrators in order to make the data process effective in your district
- Understand the limitations of data
- Study the purpose of Data Teams and how to form them

During the second day of this interactive seminar, The Center will give participants the tools to implement and sustain successful Data Teams, the key building block of a data-driven decision making process that impacts student achievement.

Effective Data Teams ensure that collaborative analysis of data is consistently driving instructional decision-making.

Participants will understand the effectiveness of the Data Team structure (including the specific roles and responsibilities of each educator) and a 5-step process that clearly focuses participants on analyzing data to make the best instructional decisions. They will see the tremendous power and value of this supportive, organized, and accountable method, with sincere focus on continuous improvement and adult actions to impact student performance.



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By implementing Data Team protocols, our clients have seen dramatic improvement in collaboration and instruction. Teachers feel empowered to do what is best for students in a way that also connects them to their Data Team, their school, and their district.

In addition, this process is a vehicle to help educators monitor the success of accountability and school improvement plans.

Data Teams Learning Objectives:

- Use Data Teams to enhance data-driven decision making at the school and classroom level
- Understand how this process relates to district and school student achievement goals
- Create assessments that Data Teams will use to gather immediate student achievement information related to areas of urgency
- Utilize the Data Team process to address your most pressing issues and questions related to student achievement in reading, writing, and mathematics
- Learn about the tools necessary for Data Team leaders to facilitate and sustain successful data meetings

The content of this seminar is based on years of research and work within a vast array of school systems. BCPS leaders will walk away with a deeper understanding of how to plan, implement, and monitor Data Teams that save time and enhance teaching and learning.



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Investment Schedule of Proposed Services

The following options are designed to meet the needs of Broward County Public Schools. Additional consultation with all stake holders will occur prior to the onset of this plan to confirm objectives, timelines, costs and organizational structure of the trainings.

Date	Description	Investment
Summer/Fall 2014	Common Formative Assessment <ul style="list-style-type: none"> • Three 2-day sessions (Two sessions to be scheduled with 1 consultant on-site 4 consecutive days) • 50 participants per session • Participants receive: <ul style="list-style-type: none"> ○ Common Formative Assessment Training Manual ○ <i>Common Formative Assessments</i> by Ainsworth 	\$39,019
Summer/Fall 2014	Prioritizing for Effective Leadership Practice <ul style="list-style-type: none"> • Two 2-day sessions <ul style="list-style-type: none"> ○ Session A to be scheduled as 2 consecutive days ○ Session B to be scheduled as 2 consecutive days ○ Sessions A and B to be scheduled at least 3 weeks apart • 50 participants per session • Participants receive printed handouts 	\$21,900
TBD	Data Teams: Building Data Teams & Coaching the Process <ul style="list-style-type: none"> • Two 1-day sessions (to be scheduled as 2 consecutive days) • 50 participants per session • Participants receive: <ul style="list-style-type: none"> ○ <i>Leaders Make it Happen!</i> by McNulty & Besser ○ Printed handouts/handbook 	\$13,350
TBD	Decision Making for Results & Data Teams <ul style="list-style-type: none"> • One 2-day session • 50 participants • Participants receive: <ul style="list-style-type: none"> ○ Decision Making For Results Training Manual ○ <i>Beyond the Numbers, 2nd ed.</i>, by White ○ Data Teams Training Manual 	\$15,540
Total Investment		\$89,809



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Houghton Mifflin Harcourt School Publishers and The Leadership and Learning Center are excited to continue developing a close partnership in education with **Broward County Public Schools**, and we pledge to commit our resources to the common goal of success. We look forward to your response to our proposal and to any future opportunities to discuss how The Leadership and Learning Center and Houghton Mifflin Harcourt can meet your needs.

Angi Egan

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