

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ th day of \_\_\_\_\_, 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

**The Curriculum Improvement Institute**

(hereinafter referred to as "Institute"),  
whose principal place of business is  
2600 Oak Street #607, St. Charles, IL 60174

**WHEREAS**, SBBC seeks to provide its faculty and staff with professional development for College & Career Readiness; and

**WHEREAS**, The Institute, a non-profit entity, is a leading provider of research-based professional development services to build College & Career Ready leaders and teachers;

**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 on April 17, 2014 and conclude on June 30, 2015.

2.02 **Deliverables.** The Institute hereby agrees to provide the deliverables set forth in the project plan herein attached as Addendum A, as part of an ongoing course of study. The specific dates of service provision shall be jointly agreed to by the Parties. Initial content related to the course of study shall be delivered no later than April 20, 2014.

The Parties agree that course content shall be delivered in a specific scope and sequence, and at a pacing, as established by the Institute and agreed to by the Parties. The Parties agree that course content shall be customized content, and that course content shall be jointly developed and shall be owned by SBBC for perpetual use.

SBBC participants who complete the Course of Study may be eligible for Continuing Education Units provided that SBBC participants are required to independently apply for and pay for Continuing Education Units.

SBBC agrees to provide locations for onsite course element provision, and adequate technology for remote course element provision, specifically phone conference capability. Neither SBBC nor the Institute guarantees the provision of live Video access, although live Video may be provided if technology exists to do so.

The Parties agree that access to course elements and content shall end for course participants upon termination of an ongoing course of study between the Institute and SBBC.

### **2.03 Payment Plan**

For Phase I, SBBC shall pay to the Institute the amount of \$200,000 which shall be due and payable in full no later than May 20, 2014. The amount represents tuition for the course set-up, rights to all included content, and Phase I course of study and is non-refundable.

Upon satisfactory fulfillment of Phase I per the terms of this Agreement, including the Project Status Report due by July 31, 2014, SBCC shall pay to the Institute the amount of \$330,000 which shall be due and payable no later than August 31, 2014. This amount represents tuition for the Phase II / Part A course of study and is non-refundable.

Upon satisfactory fulfillment of Phase II / Part A per the terms of this Agreement, SBCC shall pay to the Institute the amount of \$255,000 which shall be due and payable no later than January 31, 2015. This amount represents tuition for the Phase II / Part B course of study and is non-refundable.

Upon provision of the Project Status Report and satisfactory fulfillment of Phase I through May 31, 2014 then SBCC shall pay to the Institute the amount of \$100,000 which shall be due and payable in full no later than July 31, 2014. This amount represents tuition for the Summer 2014 Academy and is non-refundable.

Upon provision of the Project Status Report and satisfactory fulfillment of Phase I through May 31, 2015 then SBCC shall pay to the Institute the amount of \$100,000 which shall be due and payable in full no later than June 30, 2015. This amount represents tuition for the Summer 2015 Academy and is non-refundable.

2.04 **Satisfaction.** The Institute warrants that it shall provide an ongoing course of study which fulfills the project plan attached herein as Addendum 'A'. In the event that any element of the course of study is unsatisfactory to SBBC, the Parties agree to the following process for Satisfaction Assurance:

- A. The Parties will meet to evaluate the elements which were not satisfactory, within 30 days of the original provision of the course element;
- B. The Parties will jointly agree upon course content correction or modification to remedy the dissatisfaction, such agreement to be indicated in writing;
- C. Prior to provision of either modified course elements or subsequent course elements, the Institute shall provide a final version of the element to SBBC for approval;
- D. The Institute's delivery of modified course elements or SBBC approved course elements, provided that delivery is on-time and professional, shall constitute satisfactory fulfillment of the course element;
- E. In the event that the Institute fails to deliver the modified or pre-approved course element, the Institute shall provide to SBBC a credit against further tuition or materials fees equal to the pro-rata value of the course element the Institute failed to provide.
- F. The Parties herein warrant and agree that course participants (the Audience) may or may not be open to learning or to change, and that it is not a requirement of Institute to guarantee Audience approval or satisfaction, provided course element delivery meets the pre-approved requirements of the SBBC.

The Institute further warrants that it shall plan onsite sessions for no more than 30 individuals per session. Summer Academies for Teacher Leaders shall be planned to include 32 participants per room, or eight teams of four teachers. Actual attendance may vary depending upon factors outside of the Institute's control.

The Institute further warrants that all onsite sessions with District Leadership and Cadre Directors shall be provided by the Chairman of the Institute, and that all onsite and online sessions shall be provided under the direction of the Chairman of the Institute. SBBC reserves the right to select faculty for any sessions from among faculty provided directly by the Institute.

The Institute further warrants that any standards alignment shall be specific to the Florida Standards and shall be aligned to the specifications of SBBC. Standards deconstruction shall be customized to the specific requirements of SBBC.

The Institute further warrants that no work conducted under this agreement shall be subcontracted to any third party entity beyond license fees for any content copyright royalty.

The Institute further warrants that all webinar and online content shall be customized to the specific requirements of SBBC and shall become the property of SBBC.

The Institute shall plan onsite sessions according to the following specifications:

- Up to 270 Participating Schools shall be included in services;
- District Team sessions shall be planned for up to 30 people;
- Cadre Director sessions shall be planned for up to 20 people;
- Principal sessions shall be planned for up to 275 total participants, in groups no larger than 30 participants onsite;
- Coach sessions shall be planned for up to 400 total participants, in groups no larger than 30 participants onsite;
- Summer Teacher Leader Academy sessions shall be planned for up to 1080 total participants, in groups no larger than 32 participants onsite;
- Distance Sessions for content area leaders in ELA, Math and Science Collaboratives shall be planned for up to a total of 2,100 participants.

Each participating school shall be provided with a electronic copy of the Florida Standards in ELA and Mathematics, Focused for Fluency of Teacher Action. The electronic copy shall become the property of the school.

Each participating school shall be provided with a set of exemplar lesson plans over the length of the Agreement, which shall become the property of the school.

Each participant shall be provided with an electronic copy of a guide for Webb's Depth of Knowledge, specifying Fluent Teacher Actions aligned to the levels of cognition in Florida's Standards.

A total of 85 hours of recorded online webinar sessions shall be provided to SBBC over the length of the Agreement, which shall become the property of SBBC.

Excluding Summer Academy sessions, a total of 45 discrete onsite sessions shall be prepared for delivery in multiple locations to the various participants in groups no larger than 30 people in each session. The materials from each session shall become the property of SBBC.

Two-day Summer Academy Sessions shall be provided to participants at locations provided by the district, in groups no larger than 32 participants in each session.

**2.05 Inspection of The Institute's Records by SBBC.** The Institute 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 Institute 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 Institute or any of Institute's payees pursuant to this Agreement. Institute 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. The Institute'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) **The Institute's Records Defined.** For the purposes of this Agreement, the term "The Institute'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 The Institute'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 The Institute pursuant to this Agreement.

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

(h) Inspector General Audits. The Institute 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.

2.06 **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 Academic Officer  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To The Institute: Kevin Baird, Chairman  
The Curriculum Improvement Institute  
2600 Oak Street #607  
St Charles, IL 60174

**2.07 Background Screening:** The Institute 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 The Institute or its personnel providing any services under the conditions described in the previous sentence. The Institute 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 The Institute and its personnel. The parties agree that the failure of The Institute to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Institute agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from The Institute's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

**2.08 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 The Institute: The Institute 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 The Institute, its agents, servants or employees; the equipment of The Institute, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of The Institute or the negligence of The Institute'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 The Institute, 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. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.



**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 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **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)

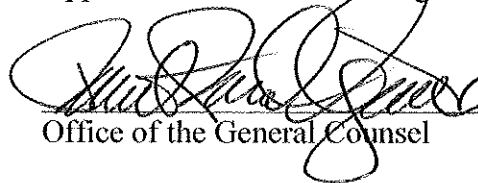
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Patricia Good, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 003/25/14  
Office of the General Counsel

**FOR the Institute**

(Corporate Seal)

ATTEST:

[Signature]  
\_\_\_\_\_, Secretary

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

The Curriculum Improvement Institute

By [Signature] 6 [Signature]

**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 IL

COUNTY OF Kane

The foregoing instrument was acknowledged before me this 2 day of April, 2014 by Kevin E Baird of

Name of Person

The Curriculum Improvement Institute, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced IL DL as identification and did/did not first take an oath.

Type of Identification

My Commission Expires: 6-28-16

[Signature]  
Signature - Notary Public

(SEAL)



James Strnad III  
Printed Name of Notary

699017  
Notary's Commission No.

College and Career Ready Classrooms  
B.C.P.S. Professional Development Plan  
Addendum A

PHASE I				
Year	Month	PD Focus: Evidence of Student Learning Synthesis (District / Cadre Leaders)	Audience	Type of Service
2014	Apr	Implementation Overview Session	District & Cadre Directors	Planning
2014	Apr	Welcome BCPS Webinar	District & Cadre Directors	Webinar
2014	Apr	Evidence of Student Learning Synthesis / Leading & Observing	Cadre Directors	Onsite Learning
2014	Apr	Implementation Planning Session	District Team	Planning
2014	Apr	Evidence of Student Learning Synthesis / Systemic Design, Facilitation, Support	District Team	Onsite Learning
2014	Apr	Deconstructed Standards Customization Work Session (2 Days)	District Team	Onsite Work Session
2014	Apr	Evidence of Student Learning Synthesis - Follow Up	District Team & Cadre Directors	Webinar
Year	Month	PD Focus: Deconstructed Standards and Depth of Knowledge	Audience	Type of Service
2014	May	College & Career Readiness: Using Deconstructed Standards to Lead, Observe	Cadre Directors	Onsite Learning
2014	May	Deconstructed Florida Standards Integration (2 Days)	District Team	Onsite Work Session
2014	May	Deconstructed Standards for Systems Approach, Facilitation and Support	District Team	Onsite Learning
2014	May	Deconstructed Standards - Follow Up	District Team & Cadre Directors	Live Web Session
2014	May	Implementation Review and Planning Summer Launch	District Team	Onsite Planning

2014 SUMMER ACADEMY				
Year	Month	PD Focus: College and Career Fluency Standards - Summer CCR	Audience	Type of Service
2014	June	Deliver Written Implementation Plan	Principals, Coaches and Teacher Leaders	Written Action Plan
2014	June	Welcome BCPS Webinar	Principals, Coaches and Teacher Leaders	Webinar
2014	Jun to July	Precision Observation & Coaching to Depth of Knowledge	Cadre Directors	2 Days Onsite Academy
2014	Jun to July	Alignment of Fluency Standards	District Team	2 Days Onsite Academy
2014	Jun to July	District Assessment Coherence with Deconstructed Florida Standards	District Team	Onsite Planning
2014	Jun to July	Precision Lesson Plans & Coaching to DOK using Deconstructed Florida Standards	Principals and Coaches	2 Days Onsite Academy
2014	Jun to July	Deconstructing Performance Tasks Using Tasks using Deconstructed Florida Standards	Teacher Leaders (4 per building)	2 Days Onsite Academy

College and Career Ready Classrooms  
B.C.P.S. Professional Development Plan  
Addendum A

PHASE II / PART A				
Year	Month	PD Focus: Getting Started for New Participants	Audience	Type of Service
2014	Aug	Materials Access Setup	New Participants Only	Webinar
2014	Aug	Introduction to Deconstruction and Florida's Standards	New Participants Only	Webinar
2014	Aug	Written Implementation Plan 2014-2015 Overview	All Participants	Implementation Plan
2014	Aug	Implementation Welcome and Q&A	All Participants	Webinar
Year	Month	PD Focus: Difficulty and Complexity	Audience	Type of Service
2014	Aug	Difficulty and Complexity: Leading, Observing & Coaching	Cadre Directors	Onsite Learning
2014	Aug	Difficulty and Complexity: Facilitate and Support	District Team	Onsite Learning
2014	Aug	Difficulty and Complexity - Follow Up	District Team & Cadre Directors	Live Web Session
2014	Aug	Difficulty and Complexity: Leading & Coaching in the Classroom	Principals and Coaches	Onsite Learning
2014	Aug	Difficulty and Complexity- Observing and Coaching Focus Follow up	Principals and Coaches	Webinar
2014	Aug	Difficulty and Complexity - What is the Difference?	Teacher Leaders	Webinar
2014	Aug	Increasing Text Difficulty	Teacher Leaders	Faculty Chat Webinar
2014	Aug	PLC Lift: Lesson Planning for Difficulty and Complexity	Teacher Leaders	Live Web Session
2014	Aug	ELA Collaborative	ELA Teams	Webinar
2014	Aug	Math Collaborative	Math Teams	Webinar
2014	Aug	Science Collaborative	Science Teams	Webinar
2014	Aug	PD Survey: Feedback & Next Steps	All Participants	Online Survey
Year	Month	PD Focus: Vocabulary & Accountable Talk Instruction	Audience	Type of Service
2014	Sep	Vocabulary & Accountable Talk: Leading, Observing & Coaching	Cadre Directors	Onsite Learning
2014	Sep	Vocabulary & Accountable Talk Instruction: Facilitation and Support	District Team	Onsite Learning
2014	Sep	PD Survey Results Review	District Team	Webinar
2014	Sep	Vocabulary & Accountable Talk - Follow Up	District Team & Cadre Directors	Live Web Session
2014	Sep	Vocabulary & Accountable Talk Best Practices: Leading & Coaching in the Classroom	Principals and Coaches	Onsite Learning
2014	Sep	Vocabulary & Accountable Talk Instruction	Teacher Leaders	Webinar
2014	Sep	Best Practices for Guiding Vocabulary & Accountable Talk	Teacher Leaders	Faculty Chat Webinar
2014	Sep	PLC Lift: Vocabulary Routines in Lesson Planning	Teacher Leaders	Live Web Session
2014	Sep	PD Survey: Feedback and Next Steps	All Participants	Online Survey
Year	Month	PD Focus: Precision Reading Routines	Audience	Type of Service
2014	Oct	Precision Reading with Vocabulary Integration: Leading, Observing & Coaching	Cadre Directors	Onsite Learning
2014	Oct	Precision Reading with Vocabulary Integration: Facilitation & Support	District Team	Onsite Learning
2014	Oct	PD Survey Results Review	District Team	Webinar
2014	Oct	Implementation Planning Session - Check Point	District Team	Onsite Planning
2014	Oct	Precision Reading with Vocabulary Integration Follow-up	District Team & Cadre Directors	Live Web Session

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2014	Oct	Precision Reading with Vocabulary Integration: Coaching in the Classroom	Principals and Coaches	Onsite Learning
2014	Oct	Precision Reading with Vocabulary Integration - Follow Up	Principals and Coaches	Live Web Session
2014	Oct	Precision Reading Routines: Defining the Classroom Operation	Teacher Leaders	Webinar
2014	Oct	Best Practices for Precision Reading	Teacher Leaders	Faculty Chat Webinar
2014	Oct	PLC Lift: Precision Reading in Lesson Planning	Teacher Leaders	Live Web Session
2014	Oct	ELA Collaborative	ELA Teams	Webinar
2014	Oct	Math Collaborative	Math Teams	Webinar
2014	Oct	Science Collaborative	Science Teams	Webinar
2014	Oct	PD Survey: Feedback and Next Steps	All Participants	Online Survey
<b>Year</b>	<b>Month</b>	<b>PD Focus: Writing Instruction for Learning Synthesis</b>	<b>Audience</b>	<b>Type of Service</b>
2014	Nov	Writing Instruction for Learning Synthesis: Leading, Observing & Coaching	Cadre Directors	Onsite Learning
2014	Nov	Writing Instruction for Learning Synthesis: Facilitation and Support	District Team	Onsite Learning
2014	Nov	PD Survey Results Review	District Team	Webinar
2014	Nov	Writing Instruction for Learning Synthesis - Follow Up	District Team & Cadre Directors	Live Web Session
2014	Nov	Writing Instruction for Learning Synthesis: Leading & Coaching in the Classroom	Principals and Coaches	Onsite Learning
2014	Nov	Writing Instruction for Learning Synthesis - Follow Up	Principals and Coaches	Live Web Session
2014	Nov	Best Practices for College & Career Ready Instruction: Research Update	Teacher Leaders	Faculty Chat Webinar
2014	Nov	Writing Instruction for Learning Synthesis: Instruction Best Practices	Teacher Leaders	Webinar
2014	Nov	PLC Lift: Evidence of Writing Synthesis in Planning	Teacher Leaders	Live Web Session
2014	Nov	ELA Collaborative	ELA Teams	Webinar
2014	Nov	Math Collaborative	Math Teams	Webinar
2014	Nov	Science Collaborative	Science Teams	Webinar
2014	Nov	PD Survey: Feedback & Next Steps	All Participants	Online Survey
<b>Year</b>	<b>Month</b>	<b>PD Focus: Depth of Knowledge / DOK 2 vs DOK 3</b>	<b>Audience</b>	<b>Type of Service</b>
2014	Dec	Depth of Knowledge Master Class /How to Observe & Lead DOK 2 vs. DOK 3	Cadre Directors	Onsite Learning
2014	Dec	Formative Planning Session & Implementation Review	District Team	Planning
2014	Dec	Depth of Knowledge Master Class / DOK 2 & DOK 3 Systemic Supports	District Team	Onsite Learning
2014	Dec	PD Survey Results Review	District Team	Webinar
2014	Dec	Depth of Knowledge Master Class Follow Up	District Team & Cadre Directors	Live Web Session
2014	Dec	Depth of Knowledge - Coaching to DOK 3 in the Classroom	Principals and Coaches	Webinar
2014	Dec	Depth of Knowledge / DOK 2 vs. DOK 3 / What Instruction Looks Like	Teacher Leaders	Webinar
2014	Dec	How to Achieve DOK 3: Best Practices	Teacher Leaders	Faculty Chat Webinar
2014	Dec	PLC Lift: Lesson Plans for DOK Range	Teacher Leaders	Live Web Session
2014	Dec	ELA Collaborative	ELA Teams	Webinar
2014	Dec	Math Collaborative	Math Teams	Webinar
2014	Dec	Science Collaborative	Science Teams	Webinar



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2014	Dec	PD Survey: Feedback & Next Steps		All Participants	Online Survey
2014	Dec	Implementation Review and Planning Checkpoint		District Team	Onsite Planning

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Year	Month	PD Focus: Precision Writing and Explicit Feedback	Audience	Type of Service
2015	Jan	Precision Writing and Explicit Feedback: Leading, Observing and Coaching	Cadre Directors	Onsite Learning
2015	Jan	Precision Writing and Explicit Feedback: Facilitation and Support	District Team	Onsite Learning
2015	Jan	PD Survey Results Review	District Team	Webinar
2015	Jan	Precision Writing and Explicit Feedback - Follow Up	District Team & Cadre Directors	Live Web Session
2015	Jan	Precision Writing and Explicit Feedback: Leading & Coaching in the Classroom	Principals and Coaches	Onsite Learning
2015	Jan	Precision Writing and Explicit Feedback - Follow Up	Principals and Coaches	Live Web Session
2015	Jan	Precision Writing and Explicit Feedback: What Instruction Looks Like	Teacher Leaders	Webinar
2015	Jan	Best Practices for Precision Writing	Teacher Leaders	Online Faculty Chat
2015	Jan	PLC Lift: Writing Routines and Lesson Planning	Teacher Leaders	Live Web Session
2015	Jan	ELA Collaborative (Vocabulary Tasks)	ELA Teams	Webinar
2015	Jan	Math Collaborative (MARS Tasks)	Math Teams	Webinar
2015	Jan	Science Collaborative (Application Tasks)	Science Teams	Webinar
2015	Jan	PD Survey: Feedback & Next Steps	All Participants	Online Survey
Year	Month	PD Focus: Stretch Texts and Intervention	Audience	Type of Service
2015	Feb	Stretch Texts and Intervention: Leading, Observing and Coaching	Cadre Directors	Onsite Learning
2015	Feb	Stretch Texts and Intervention: Facilitation and Support	District Team	Onsite Learning
2015	Feb	PD Survey Results Review	District Team	Webinar
2015	Feb	Stretch Texts and Intervention Follow Up	District Team & Cadre Directors	Webinar
2015	Feb	Stretch Texts and Intervention: Leading & Coaching in the Classroom	Principals and Coaches	Webinar
2015	Feb	Using Data to Lead Increases in Difficulty of Text & Differentiated Instruction	Principals and Coaches	Onsite Learning
2015	Feb	Stretch Texts and Intervention: What Instruction Looks Like!	Teacher Leaders	Webinar
2015	Feb	Best Practices for Integrating Stretch Texts	Teacher Leaders	Online Live Faculty Chat
2015	Feb	PLC Lift: Lesson Plans for Stretch Text & Intervention	Teacher Leaders	Online Live Web Session
2015	Feb	ELA Collaborative	ELA Teams	Webinar
2015	Feb	Math Collaborative	Math Teams	Webinar
2015	Feb	Science Collaborative	Science Teams	Webinar
2015	Feb	PD Survey: Feedback & Next Steps	All Participants	Online Survey
Year	Month	PD Focus: Precision Observation & Coaching to DOK	Audience	Type of Service
2015	Mar	Precision Observation & Coaching to DOK : Observing and Coaching for Outcomes	Cadre Directors	Onsite Learning
2015	Mar	Precision Observation & Coaching to DOK: Facilitation and Support	District Team	Onsite Learning
2015	Mar	PD Survey Results Review	District Team	Webinar
2015	Mar	Precision Observation for Range of DOK - Follow Up	District Team & Cadre Directors	Webinar
2015	Mar	Precision Observation & Coaching to DOK : Leading & Coaching in the Classroom	Principals and Coaches	Onsite Learning
2015	Mar	Precision Observation & Coaching to DOK - Follow Up	Principals and Coaches	Live Web Session
2015	Mar	Lesson Planning DOK Range of Question	Teacher Leaders	Webinar

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2015	Mar	PLC Lift: PlanningDOK Question Range	Teacher Leaders	Live Web Session
2015	Mar	Best Practices for DOK Questions	Teacher Leaders	Faculty Chat Webinar
2015	Mar	ELA Collaborative	ELA Teams	Webinar
2015	Mar	Math Collaborative	Math Teams	Webinar
2015	Mar	Science Collaborative	Science Teams	Webinar
2015	Mar	PD Survey: Feedback & Next Steps	All Participants	Online Survey
<b>Year</b>	<b>Month</b>	<b>PD Focus: Performance Task Analysis</b>	<b>Audience</b>	<b>Type of Service</b>
2015	Apr	Performance Task Analysis	Cadre Directors	Onsite Learning
2015	Apr	Performance Task Analysis	District Team	Onsite Learning
2015	Apr	PD Survey Results Review	District Team	Webinar
2015	Apr	Performance Task Analysis - Follow Up	District Team & Cadre Directors	Live Web Session
2015	Apr	Precision Writing & Performance Tasks: ELA, Math (MARS), Science	District Team & Cadre Directors	Onsite Learning
<b>Year</b>	<b>Month</b>	<b>PD Focus: Language Rich Classrooms and Student Independence</b>	<b>Audience</b>	<b>Type of Service</b>
2015	May	Language Richness and Performance Tasks: Leading, Observing & Coaching	Cadre Directors	Onsite Learning
2015	May	Language Richness and Performance Tasks: Facilitation and Support	District Team	Onsite Learning
2015	May	PD Survey Results Review	District Team	Webinar
2015	May	Language Richness and Performance Tasks - Follow Up	District Team & Cadre Directors	Live Web Session
2015	May	Observing & Coaching for Language Richness: Leading in the Classroom	Principals and Coaches	Webinar
2015	May	Preparing for Summer: Using Data with Teacher Leaders for Planning	Principals and Coaches	Onsite Learning
2015	May	Language Richness and Performance Tasks: What Instruction Looks Like!	Teacher Leaders	Webinar
2015	May	Best Practices for Language Rich Classrooms	Teacher Leaders	Faculty Chat Webinar
2015	May	PLC Lift: Lesson Planning for Language Richness	Teacher Leaders	Live Web Session
2015	May	ELA Collaborative	ELA Teams	Webinar
2015	May	Math Collaborative	Math Teams	Webinar
2015	May	Science Collaborative	Science Teams	Webinar
2015	May	PD Survey: Feedback & Next Steps	All Participants	Online Survey
2015	May	Implementation Review and Planning Summer Launch	District Team	Onsite Planning

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2015 SUMMER ACADEMY				
Year	Month	College and Career Ready Fluency Standards - Summer	Audience	Type of Service
2015	June	Scope and Alignment for DOK 3/DOK 4	District Team	2 Days Onsite Academy
2015	June	Precision Observation & Coaching to Depth of Knowledge 3 / 4 Master Class	Cadre Directors	2 Days Onsite Academy
2015	June	Precision Lesson Plans & Coaching to Depth of Knowledge 3 / 4 Master Class	Principals and Coaches	2 Days Onsite Academy
2015	June	DOK 3/4 Intergration and Perform Task Backwards Planning	Teacher Leaders (4 per building)	2 days Onsite Academy