

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date April 15, 2014	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-1.

TITLE:	Agreement with Learning Sciences International (LSI), LLC for professional learning to use the iObservation Fidelity Module.
REQUESTED ACTION:	Approval of Agreement between SBBC and LSI for: 1) Four days of professional learning for Observer Cadre, and 2) Virtual training for ten individuals (session managers) to use the iObservation Fidelity Module and administer assessments to new and practicing observers for calibration and credentialing.
SUMMARY EXPLANATION AND BACKGROUND:	<p><u>1) Professional Learning for BrIDGES Observer Cadre (TOP)</u></p> <p>A critical foundational factor in determining validity and reliability of evidence collected using the Marzano model is the level of expertise the observer exhibits in using the evaluation instrument. If those being observed view this level of expertise as high, then the confidence level of those being observed will be high with respect to the results of their observation. The Office of Talent Development identified 50 administrators to be part of the Broward's Instructional Development and Growth Evaluation system (BrIDGES) Observer Cadre—Transforming Observational Practice (TOP). This <i>Observer Cadre</i> of Principals and Assistant Principals was selected from qualified applicants to deepen their knowledge of the Marzano Instructional Practice Framework and build the capacity of Marzano expert observers in our District.</p> <p style="text-align: center;">(continued on page two)</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:	<p><input checked="" type="checkbox"/> •Goal 1: High Quality Instruction</p> <p><input checked="" type="checkbox"/> •Goal 2: Continuous Improvement</p> <p><input type="checkbox"/> •Goal 3: Effective Communication</p>
FINANCIAL IMPACT:	There is no financial impact to the general fund. The Agreement in the amount of \$26,990.00 will be paid from RTTT Funds.
EXHIBITS: (List)	LSI, LLC Professional Learning Agreement
BOARD ACTION: <div style="text-align: center; font-size: 1.5em; font-weight: bold; margin-top: 20px;">APPROVED</div> <p style="font-size: 0.8em;">(For Official School Board Records' Office Only)</p>	SOURCE OF ADDITIONAL INFORMATION: Dr. Elisa Calabrese 321-5044 <div style="text-align: center; margin-top: 10px;"> Name _____ Phone _____</div>

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

APR 15 2014

Approved in Open Board Meeting on: _____

By: _____

School Board Chair

1) Professional Learning for BrIDGES Observer Cadre (Continued)

Beginning in the summer of 2014, it is expected that this Cadre provide professional learning, and coaching and support, to other administrators, to deepen their knowledge of the Marzano Instructional Practice Framework used in BrIDGES—Teacher Evaluation System. This professional learning will build upon the coursework already completed by the Cadre members to prepare them to meet expectations.

2) Virtual Training to Use the Fidelity Module

This training prepares ten select individuals to serve as session managers of the Fidelity Module; to lead calibration and assessment activities for observers and to proctor the assessment exercises for credentialing observers.

Description of Fidelity Module

The Fidelity Modules provides licenses for the district to provide ongoing calibration activities for observers (administrators). This module contains master scored video to conduct these exercises and will assist in sustaining the observer credentialing process. This module also includes ongoing updates and enhancements to the calibration and assessment exercises.

Background Information: BrIDGES Observer Cadre Professional Development

Developing the expertise of a Cadre of Principal and Assistant Principal Observers involves observers that successfully completed the professional learning listed below:

- Leaders of Learning Domain 1
- Supervision
- Leaders of Learning Domains 2-4
- iObservation technical training
- Inter-rater Reliability and Assessment
(Successful scores on both the content and observation segments of the on-line assessment)

The *Observer Cadre* was then selected from qualified applicants to build the capacity of Marzano Expert Observers in our District.

Additional professional learning for Observer Cadre participants included:

Three *Side-By-Side Coaching sessions* – An expert Marzano consultant facilitates a team of cadre members (5-6) in the classroom observation process at participant school sites. The Marzano consultant and cadre team share observation data for validity and reliability, and learn ways to provide specific, meaningful feedback to teachers. The *Side By Side Coaching* focuses on the following observer competencies: 1) Identifying the dominant elements in a lesson, 2) Providing a rating for each element observed, 3) Developing feedback strategies for appropriate elements, and 4) Building and deepening a common language of instruction.

The Disciplined Leader – Two sessions delivered by the Leadership and Learning Center (LLC) focus on assisting observers in managing time to conduct effective observations, and structuring operations to maximize staff strengths and improve student learning. Goals include finding time to engage in effective observation and professional conversation, which is a critical component of the Marzano evaluation system.

Additional required days of targeted professional learning sessions to deepen knowledge includes: *Supervision and Feedback, Creating and Understanding Unit Design, Marzano Deliberate Practice, and Observation for State Standards*

Upon completion of the professional learning components, Observer Cadre members are expected to utilize the skills attained to conduct side-by-side coaching sessions with identified peer administrators, provide on-going professional support for newly appointed administrators, and plan and facilitate BrIDGES evaluation and feedback update sessions at Cadre, Sub-Cadre and Assistant Principal meetings.

This BrIDGES Observer Cadre will engage in the additional professional learning identified in this Agreement.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 15th day of April, 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

LEARNING SCIENCES INTERNATIONAL, LLC

(hereinafter referred to as "LSI"),
whose principal place of business is
175 Cornell Rd. Suite 18
Blairsville PA 15717

WHEREAS, LSI is willing to provide four (4) custom sessions for the BRIDGES Observer Cadre (50) to deepen their understanding of the Marzano Framework and to be able to serve as district experts for other administrators. SBBC has organized these 50 high achieving administrators so that they will provide support and expertise to other administrators ; and

WHEREAS, LSI is willing to provide virtual training to session managers (10) to learn how to use the iObservation Fidelity Module effectively. SBBC will identify 10 individuals to serve in the function of Session Manager.

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 July 1, 2014 and conclude on June 30, 2015 .

2.02 **PDS Marzano Custom Session.** This two-day session for 25 members of the BRIDGES Observer Cadre will deepen their understanding of the Marzano

Framework and build upon the professional learning in which they have been involved. These two days will be repeated for the remaining 25 members of the Cadre. The sessions will include use of the iObservation Fidelity Module and practice in conducting side-by-side coaching sessions with colleagues. SBBC will provide the time and opportunity for the Cadre to attend these sessions. SBBC will pay LSI the fees specified in Exhibit "A" (which is attached hereto and incorporated herein by reference) for the services listed in this section.

2.03 iObservation Fidelity Module Virtual Training. This training is mandatory for the ten(10) individuals who will serve as Session Managers of the Fidelity Module. Session Managers will learn how to use the system, set up and lead sessions in iObservation Fidelity. SBBC will pay LSI the fees specified in Exhibit "A" (which is attached hereto and incorporated herein by reference) for the services listed in this section.

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

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

(h) Inspector General Audits. LSI 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.

2.05 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 Officer, Talent Development
3531 Davie Road
Davie FL 33314

To LSI: Learning Sciences International
175 Cornell Rd., Suite 18
Blairsville PA 15717

With a Copy to:

*Robert LaGrassa
175 Cornell Rd., Suite 18
Blairsville PA 15717*

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

2.07 **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 *LSI*: *LSI* 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 *LSI*, its agents, servants or employees; the equipment of *LSI*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *LSI* or the negligence of *LSI*'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 *LSI*, 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 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, 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

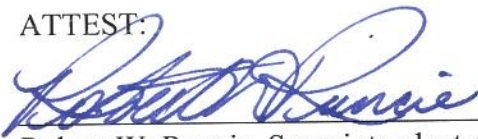
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By

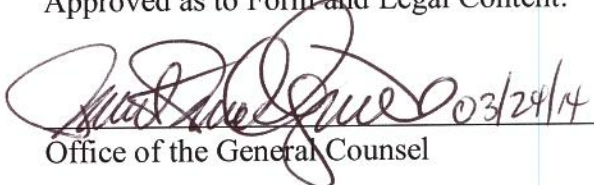
Patricia Good, Chair

ATTEST:



Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 03/24/14

Office of the General Counsel

FOR Learning Sciences International

(Corporate Seal)

Learning Sciences International,
LLC

ATTEST:

By

Kathleen Koos

_____, Secretary

-or-

Muri Simmons

Witness

Lisa Nichols

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 Pennsylvania

COUNTY OF Indiana

The foregoing instrument was acknowledged before me this 14th day of
March, 2014 by Kathleen Koos of
Learning Sciences International, on behalf of the corporation/agency.

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:

Jennifer Clayton

Signature – Notary Public

Jennifer Clayton

Printed Name of Notary

(SEAL)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Jennifer Clayton, Notary Public
Burrell Twp., Indiana County
My Commission Expires Dec. 20, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

1273731

Notary's Commission No.

Exhibit "A"

LearningSciencesInternational
LEARNING AND PERFORMANCE MANAGEMENT

Quotation

Company Address Learning Sciences International
175 Cornell Rd., Suite 18
BlairsvillePA 15717
US

Quote Number Q-02487
Expiration Date 3/31/2014

Program Partner Phone Robert LaGrassa
(717) 858-5337

Payment Terms Net 30

Implementation Evaluation

Make checks payable to: Learning Sciences International

Fax Signed Quote to: (724) 299-8133

Bill To Name Broward County Public Schools
Bill To 600 SE Third Avenue
Ft. Lauderdale,
FL
33301
US

Contact Name Bette Zippin
Phone 754.321.5006
Email bzippin-hrd@browardschools.com

Observer Cadre Additional calibration for observer cadre

QTY	PRODUCT	CODE	DESCRIPTION	UNIT PRICE	DISC (%)	TOTAL PRICE
4	PDS Marzano Custom Session	PD000-99M	Marzano Custom Session - Deeper calibrate the observer cadre of 50 using the iOb Fidelity module so they can be comfortable as the district expert to lead conversations and supporting administrators using the tool in the district. This will also assist in deepening their knowledge when conducting rounds with their peers for support and deepening IRR support. Sessions will be conducted in groups of 25 and each 25 will attend two full day sessions.	\$6,250.00		\$25,000.00
10	iObservation Fidelity Module Virtual Training	PD300-03	iObservation Fidelity Module Virtual Training; Required for all Session Managers and Proctors; these sessions are for the session managers to learn how to use the system effectively so they can set up and lead the sessions in iOb Fidelity	\$199.00		\$1,990.00
Observer Cadre SUBTOTAL:						\$26,990.00
Observer Cadre TOTAL:						\$26,990.00

QUOTE SUBTOTAL:	\$26,990.00
QUOTE TOTAL:	\$26,990.00

Notes:

None

Learning Sciences International Terms & Conditions

Customer Acknowledgment

Customer acknowledges agreement with these Terms & Conditions of Sale by placement of an order to purchase products or services from Learning Sciences International, LLC.

Prices

Prices quoted are good for 30 days from the date of proposal or quote, unless otherwise stated in writing. All prices stated in USD unless otherwise noted.

Payment

Purchase order or payment is required prior to order fulfillment. Make checks payable in USD to "Learning Sciences International" and submit to 175 Cornell Road, Suite 18, Blairsville, PA 15717.

Purchase Orders

Purchase orders should be sent to Learning Sciences International, 175 Cornell Road, Suite 18, Blairsville, PA 15717 or faxed to (724) 299-8133 or emailed to: orders@learningsciences.com

Terms

Standard payment terms are net 30 from date of invoice. Seller reserves the right to charge interest at the rate of 0.5% per month on past due balances. Seller also reserves the right to submit invoices greater than 90 days past due to a third party agency for collection.

Scheduling

On-site training and professional development sessions requires 30 days advance notice. Purchase order or payment must be received before training dates can be reserved. Trainings scheduled at the Customer's request with less than 30 days advance notice are subject to availability and a \$500 expediting fee.

Cancellation

On-site training and professional development sessions may be rescheduled prior to 30 days in advance without penalty. Districts who cancel / reschedule within the 30 day window will be charged a \$500 fee + travel expenses incurred (including cancellation and airline booking fees.)

Shipping and Handling

Shipping and Handling for print materials shown at standard ground rates. Please allow 7-10 business days for order processing and delivery. Expedited or overnight shipping available for some items. Additional fees may apply.

LSI will fulfill your order based on the quantity of materials shown on your purchase order. Should you request additional copies of materials, you will be invoiced for the materials plus shipping and handling. Expedited or overnight shipping may apply.

Sales, Use, Value Add and other Taxes

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