

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date April 15, 2014	Open Agenda ☒ Yes ☐ No	Special Order Request ☐ Yes ☒ No
		Agenda Item Number II-2.

TITLE:

Agreement between the SBBC and Learning Sciences International (LSI), LLC for District Licensing of iObservation.

REQUESTED ACTION:

Approve Agreement with Learning Sciences International, LLC, to continue providing District licenses and professional services for the Teacher Evaluation management system iObservation.

SUMMARY EXPLANATION AND BACKGROUND:

Teacher Evaluation System: District wide licenses for the following: 1) iObservation Tool and Resource Library for Teacher Observation, 2) Online Program of Study for Teachers, and 3) Fidelity Module for calibrating, assessing and certifying observer accuracy to sustain the Observer Credentialing process.

1) iObservation Tool

In 2011, Broward County Schools adopted the Marzano Causal Model of Teacher Evaluation. Since the implementation of the Teacher Evaluation System in 2011, the iObservation tool has been used to collect, manage, and report longitudinal data from classroom walkthroughs, and both informal and formal teacher observations. (See Supporting Documents for continuation of Summary Explanation and Background)

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

SCHOOL BOARD GOALS:

- ☒ •Goal 1: High Quality Instruction
☒ •Goal 2: Continuous Improvement
☐ •Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the general fund. The Agreement in the amount of \$486,400.00 will be paid from RTTT funds.

EXHIBITS: (List)

LSI, LLC iObservation and Professional Services Agreement

BOARD ACTION:

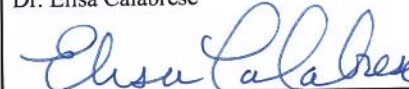
APPROVED

(For Official School Board Records' Office Only)

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
Office of Talent Development

APR 15 2014

Approved in Open Board Meeting on:

By:



School Board Chair

1) iObservation Tool (Continued)

This tool also supports a library of online resources. As teachers' assessed need areas are revealed through the use of the Marzano Protocol, the online resource library facilitates on-demand professional development for improving instructional effectiveness. Teachers are able to access a rich collection of resources within the library including professional development modules, exemplary video of best instructional strategies, lecture videos by Dr. Robert Marzano, and research-based articles on instructional practice.

iObservation is the only technology system with exclusive access and approval to digitize the Marzano Causal Model.

2) Online Program of Study for Teachers

This Agreement also allows for district wide licensing for nine online courses specifically designed around the use of research-based strategies within the context of each of the four domains of the Marzano Model. These domains contain 60 elements which build on each other to support teacher growth, development, and performance. The four domains are: 1) Classroom Strategies and Behaviors, 2) Planning and Preparing, 3) Reflecting on Teaching, and 4) Collegiality and Professionalism. This program of study provides job-embedded professional development for teachers with relevant activities to apply their learning directly to their daily work with students. These online courses feature printable articles, learning guides, classroom videos, expert commentary, and instructional tools.

Each course provides approximately 4-6 hours of professional development.

3) Fidelity Module to Ensure District Sustainable for Inter Rater Reliability Support

This component of the Agreement provides licenses for the district to lead calibration and assessment activities for observers (administrators). This module contains master scored video to run the calibration and assessment exercises for observer credentialing. This module also includes ongoing updates and enhancements to the calibration and assessment exercises. This module will assist in sustaining the observer credentialing process.

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 district wide licensing for the Marzano Protocol + Library (iObservation tool) and the iObservation Fidelity Module ; and

WHEREAS, LSI is willing to provide district wide licensing for an online program of study for teachers delivered via iObservation; and

WHEREAS, LSI is willing to provide ten individual licenses for session managers to administer the iObservation Fidelity Module for the district.

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 **Marzano Protocol + Library.** This tool will enable SBBC to conduct classroom observations of instructional personnel and provide feedback to those observed for growth, development and evaluation. LSI will grant access to SBBC to use this tool and maintain all features of the application to be fully functional for use by SBBC upon payment by SBBC of the fees listed in Exhibit "A" which is attached hereto and incorporated herein by reference. SBBC creates and maintains the accounts for all users.

2.03 **iObservation Fidelity Module.** This tool will enable SBBC to administer videos to observers for the purpose of calibration of their observation skills and to assess the inter-rater reliability of the observers. LSI will provide SBBC with the content and access to this module upon payment by SBBC of the fees listed in Exhibit "A" which is attached hereto and incorporated herein by reference. SBBC will provide personnel to act as session managers after completing required training.

2.04 **iObservation Fidelity Module Session Managers.** LSI will fully train ten (10) individuals chosen by SBBC to serve as session managers, using the iObservation Fidelity Module upon payment by SBBC of the fees listed in Exhibit "A" which is attached hereto and incorporated herein by reference. These session managers will set up sessions for observers to practice and hone their skills as observers. SBBC will ensure the session managers are fully trained before accessing the application.

2.05 **Teacher Online Study Courses.** This tool allows teachers to access online coursework to support effective teaching that incorporates current research and practices for highly effective classroom instruction. These online courses are aligned to the instructional practices of the teacher evaluation system based on the Marzano Framework of Teaching and Learning and will be provided to SBBC upon payment by SBBC of the fees listed in Exhibit "A" which is incorporated herein by reference. LSI will provide access to all teachers through iObservation. SBBC will support all teachers in accessing these courses.

2.06 **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.

2.07 **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 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

2.08 **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.

2.09 **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 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, 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.

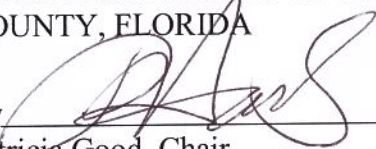
3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

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

FOR SBBC

(Corporate Seal)

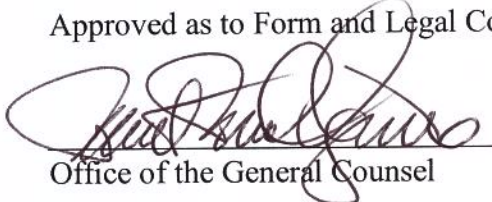
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Patricia Good, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 03/24/14
Office of the General Counsel

FOR Learning Sciences International

(Corporate Seal)

ATTEST:

Learning Sciences International, LLC

By

Kathleen Koos

_____, Secretary

-or-

Kim A. Simmons

Witness

Lisa R. Stichel

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

Name of Person

Learning Sciences Int'l, on behalf of the corporation/agency.

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

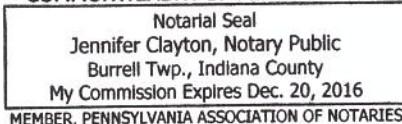
Signature – Notary Public

Jennifer Clayton

Printed Name of Notary

(SEAL)

COMMONWEALTH OF PENNSYLVANIA



1273731

Notary's Commission No.

\\Vignola\\Allwork-USE\\contracts\\develop\\1314year\\130821template.doc

Exhibit "A"

Learning Sciences International
LEARNING AND PERFORMANCE MANAGEMENT

Quotation

Company Address	Learning Sciences International 175 Cornell Rd., Suite 18 Blairsville PA 15717 US	Quote Number	Q-02488
		Expiration Date	6/30/2014
Program Partner	Robert LaGrassa	Payment Terms	Net 30
Phone	(717) 858-5337		
Implementation	Evaluation		
		Make checks payable to: Learning Sciences International	
		Fax Signed Quote to: (724) 299-8133	
Bill To Name	Broward County Public Schools	Contact Name	Bette Zippin
Bill To	600 SE Third Avenue Ft. Lauderdale, FL 33301 US	Phone	754.321.5006
		Email	bzippin-hrd@browardschools.com

iOb Renewal District wide licensing

QTY	PRODUCT	CODE	DESCRIPTION	UNIT PRICE	DISC (%)	TOTAL PRICE
1	Full Package Marzano Protocol + Library	IO300-M1	Full Package Marzano Protocol + Library covers district wide licensing; This tool enables the district to conduct classroom observations for feedback to teachers for growth, development, and evaluation. It provides ability to run data reports and conduct performance management for teachers and district/school leadership administrators. System also houses professional development resources for teachers that closely align with the Marzano instructional model to support teachers with deliberate practice.	\$385,000.00		\$385,000.00
iOb Renewal SUBTOTAL:						\$385,000.00
iOb Renewal TOTAL:						\$385,000.00

IRR Module Add on

District wide Licensing and Virtual Training

QTY	PRODUCT	CODE	DESCRIPTION	UNIT PRICE	DISC (%)	TOTAL PRICE
10	iObservation Fidelity Module Building Session Manager Individual License (annual)	IO500-M-20	iObservation Fidelity Module Building Session Manager Individual License (annual) These licenses provide supports for the district to have sustainable IRR supports for leading calibration and assessment activities for administrators. It will support professional development for leading the iOb Fidelity sessions as a means for calibration and supporting district credentialing. Covers district wide licensing. This is the tool that has the master scored video to run the calibration and assessment exercises to help sustain IRR district wide. There are unlimited complimentary updates to the module as it is enhanced with additional resources.	\$140.00		\$1,400.00
1	iObservation Fidelity Module Building License (annual)	IO500-M	iObservation Fidelity Module Building License: Note: Covers district wide licensing iObservation Fidelity is utilized for calibrating, assessing and certifying observer accuracy. A bank of master-scored videos is provided with the module for districts to proctor sessions with evaluators to measure and analyze observer accuracy based on scoring a video of classroom teaching. There are unlimited complimentary updates to the module as it is enhanced with additional resources. This module will assist the district in sustaining the observer credentialing process.	\$52,000.00		\$52,000.00
IRR Module Add on SUBTOTAL:						\$53,400.00
IRR Module Add on TOTAL:						\$53,400.00

Teacher Online Course Module

District wide licensing for Online Program of Study for Teachers

QTY	PRODUCT	CODE	DESCRIPTION	UNIT PRICE	DISC (%)	TOTAL PRICE
1	Teacher Online Study Courses- Building Subscription (iOb)	MEV10-999	Teacher online study course for iObservation customer; one year subscription per building Covers district wide licensing Teacher Online Study is a program to support effective teaching that incorporates the most current research and practices for highly effective classroom instruction. Online courses are specifically designed around the use of research-based strategies within the context of each domain, to produce the greatest gains in student learning. This program of study provides job-embedded professional development experiences for teachers with relevant activities that allow them to apply their learning directly to their daily work with students. Online courses feature printable articles, learning guides, assessments, classroom videos, expert commentary, and instructional tools. Learners progress through courses at their own pace in a self-study version. Each course provides approximately 4-6 hours of professional development. Course in this library will also help prepare the teachers for the demanding instructional shifts required by the new FL State Standards with strategies that they are intentionally planning for in their daily lessons as well as ensuring their units are being planned to get to rigor.	\$48,000.00		\$48,000.00
Teacher Online Course Module SUBTOTAL:						\$48,000.00
Teacher Online Course Module TOTAL:						\$48,000.00

QUOTE SUBTOTAL:	\$486,400.00
QUOTE TOTAL:	\$486,400.00

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

Customers exempt from sales taxes must provide a copy of their current exemption certificate, if applicable. LSI reserves the right to charge sales, use, and/or value added tax in addition to quoted product prices as required by taxing authorities, if applicable. Actual sales tax billed will be based on Seller's sales tax collection requirements and Customer's current jurisdiction rates in effect on the date of invoice.

Materials Reprint Licenses

Professional development sessions and related materials are revised periodically to reflect most current research and provide the best possible experience for the learners. Updates to materials covered under reprint licenses will be provided free of charge upon request during the terms of the license. Customers are advised to print only sufficient quantities to cover their immediate training needs.

Recording of Presentations

All audio and video recording is prohibited without written consent from Learning Sciences International, LLC.

iObservation Terms of Use

iObservation terms of use can be found at www.effectiveeducators.com.

Signature:

Effective Date:

____/____/____

Name (Print):

Title:

Please sign and return with Purchase Order.

THANK YOU FOR YOUR BUSINESS!