

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into this 1st day of December 2017 (the "Effective Date"), by and between **Corwin Press, Inc.**, a SAGE Publications, Inc. company, with offices at 2455 Teller Road, Thousand Oaks, California 91320 ("Corwin") and **Sarasota County Schools**, with offices at **1960 Landings Blvd Sarasota, FL 34231** ("Customer").

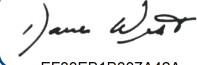
1. **Services.** Customer desires to contract with Corwin for the furnishing of services related to the Customer's professional learning needs (the "Services"); and Corwin desires to provide such Services to the Customer as further described in the Proposal attached hereto as **Exhibit A**. Customer may request to reschedule the date of a speaking event and if approved by Corwin, Customer will reimburse Corwin for any additional costs or expenses incurred by Corwin and/or the speaker of such event.
2. **Term and Termination.** The term of this Agreement will commence on January 17 2018 and will remain in effect for one year or until Corwin has completed the Services described in Exhibit A. Either party may terminate this Agreement without cause upon sixty (60) calendar days' advance written notice. In the event of termination by Customer, Corwin shall be paid any fees then due and expenses incurred as of the effective date of termination including, without limitation, speakers' fees and costs, Corwin's non-refundable travel costs, and non-refundable venue deposits. Said amounts will be paid by Customer to Corwin within ten (10) days of the termination date.
3. **Compensation.** Corwin will be paid at the rates outlined in Exhibit A. Customer will pay Corwin all amount due hereunder within thirty (30) days of receipt of invoice.
4. **Warranties.** Corwin represents and warrants (i) that it will perform the Services using qualified personnel and in accordance with applicable industry standards; and (ii) that it will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local or other governmental unit which has jurisdiction in such circumstance.
5. **Force Majeure.** Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by Corwin is prevented due to acts of God or any other cause beyond its reasonable control (including the unavailability of a speaker for an event), Corwin shall not be responsible to the Customer for failure or delay in performance of its obligations under this Agreement. Moreover, in the event a speaker becomes unavailable to attend a speaking event, Corwin may, at its sole discretion, substitute the speaker and/or reschedule the speaking event.
6. **Notices.** All notices required or permitted hereunder will be in writing and will be sent by registered or certified mail, return receipt requested, to the party to whom such notice is directed, at its address as set forth above, or to such other address as such party will have designated by notice hereunder. Notices will be deemed given on the date received.
7. **Ownership/Rights.** Corwin will own or hold the necessary rights to any materials or other work product created, developed or distributed by Corwin (or the assigned speakers) under this Agreement including, without limitation, any event handouts or materials (collectively, "Materials"). No rights to any of the Materials shall be conveyed to Customer; provided, however, that Customer shall be permitted to use the Materials solely in connection with the speaking event provided by Corwin hereunder. Moreover, in no event shall Customer be permitted to: (a) alter, reproduce, distribute or otherwise use any Materials provided by Corwin under this Agreement, in whole or in part, in any manner whatsoever; or (b) photograph, audio tape, video tape, or otherwise record or broadcast an event, presentation or any of the Services provided by Corwin under this Agreement, in whole or in part, in any manner whatsoever.
8. **Subcontracting.** Corwin may engage subcontractors to perform the Services including, without limitation, speakers to deliver presentations at a speaking event.
9. **Additional Services.** Customer agrees that any interest for additional Services relating to Customer's professional learning needs will be directed to and contracted with Corwin. For the avoidance of doubt, such Customer interest will not be directed to any Corwin speaker, trainer, or consultant.
10. **Miscellaneous.** This Agreement constitutes the entire agreement between Corwin and Customer, and supersedes all prior agreements, representations and understandings of the parties whether written or oral. No amendment, supplement, or modification of this Agreement will be effective unless executed in writing by both Corwin and Customer. In the event of a conflict between a term of this Agreement and a term of Exhibit A, the term of this Agreement will control. Additionally, in the event of a conflict between a term of this Agreement and any ancillary Customer document, form or agreement (even if executed by the parties subsequent to the execution of this Agreement), the term of this Agreement will control. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if any invalid or unenforceable provision were omitted. This Agreement may be executed in counterparts, each of which will be deemed the original, all of which together will constitute one and the same instrument. A faxed copy or other electronic copy will be deemed as an original.

Accepted and agreed to by:

Customer

Bridget Ziegler
Sarasota County School Board, Chair

Corwin

DocuSigned by:

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Dave West
Vice President Professional Learning Services and Sales

Date: _____

12/18/2017
Date: _____

Approved for Legal Content
December 15, 2017, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

Exhibit A: See attached Proposal

Please provide the following information to insure proper billing:

Billing Contact Name: _____ Title: _____

Billing Contact email address: _____ Phone: _____

As you sign and return this document, please also forward a Purchase Order and if purchasing Books, a copy of your Tax ID Certificate. Thank you!

Teacher Clarity Professional Learning Proposal

**Presented to
Sarasota County Schools**

**Prepared by:
Bill Maurer
Regional Director, PD Solutions
805-358-8630
Bill.Maurer@Corwin.com**



Your Partner in Professional Learning

1. OPPORTUNITY

Corwin is pleased to present Sarasota County Schools with this proposal for the opportunity to partner and provide a comprehensive professional learning experience that supports and complements Sarasota's vision and high performance planning for 2017 – 2018.

Sarasota County Schools and Corwin will create a partnership that is committed to improving student achievement and helping educators do their work better. The creation of a partnership and professional development plan will then be implemented within Sarasota County Schools.

The partnership with Corwin will provide comprehensive support for teachers, leaders and most importantly, students within Sarasota County Schools. This support will be comprised of differentiated professional development in the area of creating and implementing Common Formative Assessments. We look forward to creating a partnership that uses this foundation to ensure leadership development, quality student learning, and educational excellence.

Teacher Clarity

Learning Intentions and Success Criteria (LISC) for Leaders for Sarasota County School District is a customized two-day professional development that will create a foundation of assessment knowledge that will serve as a solid base for implementing teacher clarity and drive the development of Visible Learners. Leaders will engage in learning with a keen focus on unwrapping standards, designing quality-learning progressions, learning intentions and success criteria while also supporting the development of an action plan to further develop the work moving forward.

Learning Targets:

- Understand how Learning Intentions and Success Criteria serve as a drivers in supporting Teacher Clarity
- Understand how to unwrap a standard and use it to develop quality learning progressions, learning intentions and success criteria
- Understand how to use elements of LISC to support and develop educators with teacher clarity and designing rigorous learning tasks

Success Criteria:

- Articulate how LISC supports implementation of Teacher Clarity and ultimately the development of Visible Learners
- Accurately unwrap targeted standards with appropriately identifying skills, concepts and DOK (Depth of Knowledge) within the standard
- Use unwrapped standard to design an appropriate learning progression
- Effectively evaluate learning tasks against targeted unwrapped standards
- Determine action steps for using new learning to support and develop educators with teacher clarity

3. PROSPECTIVE TIMELINE AND INVESTMENT SCHEDULE

Date	Description	Investment
January 18 and 19, 2018	Teacher Clarity Professional Development for Leaders <ul style="list-style-type: none"> Includes all advance planning, one days of professional development support, custom handout for participants, and all travel expenses 	\$14,000.00
February 8 and 9, 2018	Teacher Clarity Professional Development for Leaders Day 2 <ul style="list-style-type: none"> Includes all advance planning, one days of professional development support, custom handout for participants, and all travel expenses 	\$14,000.00
	Necessary Resources <ul style="list-style-type: none"> Teacher Clarity Workbook \$25 x 125 	\$3,125.00
	Shipping and Handling	\$69.72
TOTAL INVESTMENT		\$ 31,194.72

Please note: Copying and distribution of handouts is the client's responsibility. Consultant will hold above date(s) on his/her calendar for 30 days, at which time he/she may need to release the hold for another client. Corwin recommends moving to contract within 30 days, if possible, so as to secure this date on his/her calendar. Any applicable taxes will be included at the time of invoice; tax exempt forms should be included with PO and signed contract. Resources and books will be invoiced separately from professional development services. This proposal for services is intended to be a working document and is subject to change based on client needs.

CONTACT INFORMATION

I look forward to reviewing this proposal for services with you and to working together to create a solution to meet your needs!

Bill Maurer, Regional Director, PD Solutions

Bill.Maurer@Corwin.com

Phone: 805-358-8630