

AGREEMENT

Research for Better Teaching, Inc.
One Acton Place
Acton, MA 01720
(978) 263-9449
&
The School Board of Sarasota County, Florida
1960 Landings Blvd.
Sarasota, FL 34231
(941) 927-9000

This agreement is entered into this 2nd day of October, 2018, by and between Research for Better Teaching, Inc. (“Research for Better Teaching”) and The School Board of Sarasota County, Florida (“The School Board”).

Purpose:

The purpose of this Agreement is to delineate the relationship and responsibilities of Research for Better Teaching and The School Board regarding the provision of training workshops and courses designed to enhance school-based leaders’ ability to conduct learning-focused observations of teachers’ instructional practice and give teachers evidence-based feedback to build their capacity as high-expertise teachers to improve the quality of instruction. The description of the workshop/training is provided in Attachment A. This agreement also addresses the terms for sharing of relevant student and teacher information and data for those participating in the training as well as for teachers and students who are observed during the classroom visits.

Research for Better Teaching agrees to:

1. Provide the consultation, project planning and deliver the trainings and courses as outlined in Attachment A. The days of the training and school visits will be on mutually agreeable dates during the term of this Agreement.
2. Maintain the confidentiality of student data, including but not limited to personal information such as students’ names or addresses, as well as academic information such as grade level and academic achievement levels. Research for Better Teaching must receive prior approval from School Board staff before publicly sharing any student information. Any publicly shared information must only be aggregate data which will not compromise individual student information.
3. Collaborate with an external evaluator and School Board staff to collect and/or share relevant teacher practice and student achievement data for the purpose of evaluating and reporting on progress towards meeting the program’s expected outcomes.
4. Hold harmless, indemnify, and defend The School Board, its agents, servants, employees in their official and individual capacity, from any demand, claim, suit loss, cost, expense or

damage which may be asserted, claimed or recovered against or from The Board, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. Nothing in this provision is intended to waive any sovereign immunity to which the School Board may be entitled.

The School Board agrees to:

1. Work with the Research for Better Teaching to identify participants for the training outlined on the attached proposal.
2. Coordinate with Research for Better Teaching to provide training facilities, access to school leaders, teachers, schools and classrooms required to provide the training and observations as outlined on the attached proposal.
3. Provide relevant student academic and behavioral data, as well as any relevant data on teachers or teacher effectiveness to Research for Better Teaching, as needed.
4. Collect and share relevant data needed to track and evaluate outcomes of the training with Research for Better Teaching and any other project partners such as an external evaluator.
5. Pay Research for Better Teaching for services described in Attachment A and submission of an approved invoice, as follows: \$52,580.43 upon completion of Day 5 of the Analyzing Teaching for Student Results (ATSR) course, \$38,563.29 after Day 6 of the ATSR, and \$38,563.28 after Day 7 of the ATSR.

Both parties agree that:

1. This agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
2. Any additions, changes, deletions or modifications to this Agreement must be agreed upon in writing by both parties.
3. The Agreement shall commence October 2, 2018 and terminate upon conclusion of Day 7 of the ATSR but in no event later than August 30, 2019. Either party may terminate this Agreement at any time without cause by giving sixty (60) days' notice to the other party.
4. Research for Better Teaching shall comply with Florida's Public Records Law including:
 - a. keeping and maintaining public records that ordinarily and necessarily would be required by School Board in order to perform the service;

- b. providing the public with access to public records on the same terms and conditions that School Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c. ensuring 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. meeting all requirements for retaining public records and transfer, at no cost, to School Board all public records in possession of Research for Better Teaching upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to School Board in a format that is compatible with the information technology systems of School Board.

IF RESEARCH FOR BETTER TEACHING HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

Signed: _____
 Bridget Ziegler, Chair
 The School Board of Sarasota County, Florida

Date: _____

Approved for Legal Content
 September 18, 2018, by Matthews, Eastmoore,
 Attorneys for The School Board of Sarasota County, Florida
 Signed: ASH

Signed: _____
 Tiffany McGuigan, Director of Finance & Operations
 Research for Better Teaching, Inc.

Date: _____