

Professional Development
Ava G. Byrne, Deputy Superintendent

SUBJECT: AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACTUAL SERVICES AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND TEACHER QUALITY RESOURCES, LLC, PROFESSIONAL CONSULTING SERVICES TO PROVIDE AND IMPLEMENT TRAINING SERVICES FOR INSTRUCTIONAL PERFORMANCE EVALUATION AND GROWTH SYSTEM (IPEGS)

COMMITTEE: SCHOOL SUPPORT ACCOUNTABILITY

During the meeting held on October 19, 2005, the Board authorized the Superintendent to pursue the acquisition and implementation of a competent evaluation and appraisal system for instructional personnel that would serve to replace the Performance Assessment Comprehensive Evaluation System (PACES) currently utilized by the district. A Request for Proposals (RFP) was distributed to various qualified vendors on January 23, 2006. The Board subsequently authorized the Superintendent during the March 15, 2006, Board meeting to negotiate and enter into a contractual services agreement with Teacher Quality Resources, LLC, through Dr. James Stronge as the appointed project director pursuant to Request for Proposals No. 070-FF10 – professional consulting services for development of an instructional assessment and appraisal system. Dr. Stronge was tasked with overseeing the initial design and development process and engaging key stakeholders to insure that the system is fair, equitable and in compliance with applicable Florida Statutes, Florida State Board Rules and Miami-Dade County Public Schools Board Rules and Policies.

In collaboration with the United Teachers of Dade (UTD) and under the direction of Teacher Quality Resources, LLC, three design teams were established representing the following instructional personnel categories: classroom teachers, student services personnel (i.e. school psychologists, guidance counselors, social workers, etc) and instructional support personnel (i.e., curriculum support specialists, library/media specialists, teachers on special assignment, etc.). The teams include corresponding practitioner representatives and district, region and school-based administrators. Team members adhered to a consensus building approach in their work that allowed them to progress through the developmental phase effectively and efficiently. Each design team met a total of 7 times from April 4, through May 18, formulating the tools that comprise the new performance evaluation system - IPEGS.

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Performance Standards and Indicators were developed for Classroom Teachers, Instructional Support Personnel and Student Services Personnel. A performance appraisal rubric with a five point rating scale was developed for each performance standard. Information sources include observation, learner/program progress goal setting, documentation log and parental input as tools to conduct the performance evaluation. Handbooks outlining use of the tools and procedures for evaluation have also been developed. The following overview provides additional information regarding the evaluation system tools:

Observation: Annual contract employees will have a minimum of two observations a year. Professional service and continuing contract personnel will have at least one observation a year. An observation lasts a minimum of 20 minutes.

Learner/program progress goal setting: Instructional personnel document learner/program benchmarks established at the beginning of the year set forth strategies to build on strengths, address weaknesses and document gains at the end of the year. This approach reflects a research-based instructional strategy that can yield impressive results in student learning. The process incorporates professional development as a component of the goal-setting, thereby replacing the individual professional development plans currently utilized.

Documentation log: A portion of the data used to provide insight on performance can be collected by instructional personnel. Specific items that may not always be observable in an instructional setting will be included in the documentation log to demonstrate progress in meeting instructional personnel performance standards. The ability to provide to the evaluator relevant evidence, such as a list identifying professional development activities undertaken, encourages instructional personnel to actively participate in ongoing self-assessment tied to established performance standards.

Performance Appraisal Rubric: A five level rubric depicting a continuum of effectiveness is tailored to each of the performance standards. In a five-level system, the levels are: exemplary, superior, proficient, developing and unsatisfactory. The teams crafted rubrics that are tailored to each performance standard. Achievement of the performance standard that describes an acceptable level of performance is equivalent to proficient.

Parental Input: Florida Statutes section 1012.34(2) (2005) provides that parents must have an opportunity to provide input. IPEGS will address this requirement through several mechanisms to elicit input, including climate surveys and EESAC participation.

IPEGS was approved by the School Board during the meeting held on June 14, 2006. A pilot of the newly designed system will be implemented in 34 schools during the 2006-2007 school year. IPEGS will be unveiled district-wide during the 2007-2008 school year.

A detailed plan for the 2006-2007 pilot has been developed in collaboration with the M-DCPS/UTD Joint Committee on Standards for Educational Evaluation and representative administrators. Training for administrators and instructional personnel will be included in the pilot. Upon the board's approval, training on the system can begin immediately at a contractual cost of approximately \$250,000 with Teacher Quality Resources, through Dr. James Stronge as the appointed project director. The Professional Services Contract Committee, established by School Board Rule 6G13 – 3F-1.021, reviewed the attached contract at its meeting of July 21, 2006, and recommended that an exception to the rule regarding bids or proposals be granted on the basis of specific expertise. The appropriation for this item will be included in the General Fund of the 2006-2007 Tentative Budget to be recommended for adoption in August, 2006.

Dr. Stronge will oversee and implement intensive training for the identified work locations and staff involved, provide ongoing support for pilot school administrators through school visits and web-based tools, support for the M-DCPS IPEGS trainer cadre and the Joint Committee. Dr. Stronge will also oversee focus groups and conduct a survey of pilot participants to identify revisions to the system. In addition, he will prepare a report regarding the results of the pilot implementation and make recommendations for any revisions to IPEGS for the district-wide implementation in 2007-08. Training for IPEGS will involve ongoing collaboration with representatives from UTD.

Teacher Quality Resources, LLC owns the copyright to the new system and has granted an unlimited license to the district to use and modify the system for all district purposes. Additional information regarding IPEGS, including copies of the manuals for teachers, instructional support personnel and student services personnel are available online at <http://ipegs@dadeschools.net>.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, **AUTHORIZE** the Superintendent of Schools to negotiate and enter into a contractual services agreement between The School Board of Miami-Dade County, Florida, and Teacher Quality Resources, LLC, Dr. James Stronge, project manager, FOR PROFESSIONAL SERVICES FOR THE TRAINING AND ONGOING SUPPORT OF STAFF INVOLVED IN THE PILOT OF THE INSTRUCTIONAL PERFORMANCE EVALUATION AND GROWTH SYSTEM (IPEGS), an assessment and appraisal system for all instructional personnel, including but not limited to classroom teachers, school psychologists, guidance counselors, media specialist, teachers on special assignment and curriculum specialists effective August 2, 2006, as follows:

1. TEACHER QUALITY RESOURCES, LLC
P.O. BOX 519
WILLIAMSBURG, VA 23187
OWNER: JENNIFER HINDMAN, PH.D. MANAGING PARTNER
2. authorize Procurement Management Services to purchase up to the estimated amount of \$250,000; and
3. grant an exception to School Board Rule 6G13 – 3F-1.021,

The appropriation for this item will be included in the General Fund of the 2006-2007 Tentative Budget to be recommended for adoption in August, 2006.

AGB:og

SERVICES AGREEMENT
for
**PROFESSIONAL CONSULTING SERVICES FOR TECHNICAL SUPPORT FOR THE
INSTRUCTIONAL PERFORMANCE EVALUATION AND GROWTH SYSTEM
(IPEGS)**
FOR ACADEMIC YEAR 2006-07
between
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
and
TEACHER QUALITY RESOURCES, LLC

This Agreement is made and entered into on the 1st day of August, 2006, by and between The School Board of Miami-Dade County, Florida, a body corporate and politic, with a place of business at 1450 Northeast 2nd Avenue, Miami, Florida 33132, (the "BOARD"), and TEACHER QUALITY RESOURCES, LLC (TQR), with a principal place of business at P. O. Box 519, Williamsburg, Virginia 23187.

Recital

- A. The BOARD desires to obtain the services of TQR for technical and training support for the Individual Performance Evaluation and Growth System (herein after referred to as IPEGS); and
- B. The BOARD and TQR now desire to enter into an agreement, for the planning and delivery of selected technical and training support for IPEGS for the academic year, 2006-07, under terms and conditions outlined below.

In consideration of the covenants stated, and other good and valuable considerations, the receipt of which is hereby acknowledged, the BOARD and TQR hereby agree as follows:

Article I

Responsibilities of TQR

TEACHER QUALITY RESOURCES, LLC shall:

- A. Engage in planning and regular dialogue with M-DCPS regarding training and implementation of IPEGS in approximately 30 pilot schools. The pilot school training and technical support will be designed for teachers, student services

specialists, and instructional support specialists as defined in the IPEGS handbooks.

- B. Provide pilot school administrator training regarding “Revisiting IPEGS Tools and Mid-year Goal Setting Review” and “Making Summative Decisions.” The first training will occur in the time frame of November/December and consist of one-day training sessions, repeated on successive days. The second training will occur in later March in a half-day training that is repeated focusing on: 1) using a performance rubric, 2) using simulated practice with paper and video-based teacher and instructional personnel scenarios, 3) making summative decisions using multiple data sources, and 4) building inter-rater reliability among evaluators.
- C. Provide support to the M-DCPS administration with ongoing support of IPEGS during the pilot year. This support will include making site visits to all pilot schools, and meeting and conferring with administrators and instructional personnel. It is anticipated that TQR will be able to visit three schools per site day, resulting in approximately ten on-site days.
- D. Provide technical support to the M-DCPS administration by planning and meeting with the M-DCPS Joint Committee for Performance Evaluation. It is anticipated that TQR will conduct approximately ten meetings with M-DCPS administrator or Joint Committee.
- E. Provide technical support for Goal Setting trainers. This support will include meeting with the Goal Setting trainers, making visits to selected pilot school with the trainers in order to monitor the delivery of training to instructional personnel, and providing follow-up technical support to the Goal Setting trainers. Meetings and visits with Goal Setting trainers will occur in the time frame of August/September, 2006, and will consist of approximately four days. An IPEGS support email address will be provided to trainers for additional support. Additionally a ½ - 1 day training will be offered in January on the mid-year review and end-of-year results.
- F. Provide assistance to M-DCPS in implementing electronic support tools for IPEGS teachers, other instructional employees, and teachers. These tools may include, but are not limited to: 1) IPEGS handbooks for teachers, student services specialists, instructional support specialists; 2) fact sheets regarding key provisions of IPEGS; 3) forms for use in implementing IPEGS; 4) sample materials for performance goal setting; and 6) a weblink to resources related to teacher quality and performance evaluation.
- G. Design focus group questions and surveys for use in the IPEGS pilot schools in order to collect information regarding the design and implementation of IPEGS in the pilot schools.

- H. Conduct focus group meetings with: 3 teacher groups – elementary, middle, and high school; 1 student services group; 1 instructional support specialist group; and 1 administrator group.
- I. Survey instructional personnel and administrators in all 30 pilot schools. It is expected that the survey will be conducted either on-line or with paper/pencil Scantron-type form.
- J. Analyze data from both the focus groups and surveys, and develop a report of findings to be presented to the M-DCPS administration and Joint Committee.

Article II

Responsibilities of the BOARD

The BOARD shall:

- A. Meet with TQR and provide guidance with respect to the provision of services;
- B. Provide relevant documents, correspondence and such published materials as may facilitate the provision of services.
- C. Assign a Project Coordinator, who will serve as the primary contact during this project.
- D. Print and distribute copies of all training and related materials to M-DCPS employees, which will be provided by TQR in both electronic and paper versions.

Article III

Term of Agreement

TQR shall work from August 3, 2006, to April 30, 2007 to complete the project requirements specified under Article I of this Agreement unless otherwise authorized by the Superintendent of Schools or designee. TQR must comply with all municipal, state and federal statutes prohibiting discrimination, including, but not limited to discrimination based on race, religion, ethnicity, national origin and gender.

Article IV

Termination

Either party may terminate the Agreement at any time, with or without cause, giving the other party **thirty (30)** days prior written notice. Examples of cause include, but are not limited to, extensions of **scope** of work beyond original agreement that cannot be fulfilled, inability to access resources

necessary to perform the scope of work, as well as a breach of obligations under the Agreement. In the event this contract is terminated for convenience as contemplated herein, the Board will be relieved of all obligations under said contract and the Board will only be required to pay that amount of the contract actually performed to the date of the termination with no payments due for unperformed work or lost profits.

Article V

Terms of Payment

The School Board shall pay TQR a sum not to exceed \$166,700 inclusive of travel and out-of-pocket expenses (telephone tolls, copying, messenger service, parking, postage), for the provision of services outlined herein. Payment shall be made in four equal payments (\$41,675) upon submission of an invoice to the Office of Professional Development and upon the following payment schedule:

Payment 1: Upon execution of this Agreement

Payment 2: October 31, 2006

Payment 3: November 31, 2007

Payment 4: March 30, 2007

Article VI

Professional Independence of TQR

It is understood and agreed that TQR is not an agent, employee or representative of the BOARD or any of its agencies. TQR is, and shall remain, an independent professional organization with respect to all services performed under this AGREEMENT. No partnership relationship between the BOARD and TQR is created or intended by this AGREEMENT. No associate or employee of TQR shall be deemed to be an employee of the BOARD for any purpose whatsoever.

Article VII

Litigation

If any administrative proceeding or litigation is commenced to enforce or interpret any provision of this Agreement or to seek a declaration of rights of a party under this Agreement (whether by suit for declaratory judgment or otherwise), or as a result of any breach of this Agreement, each party will be responsible for its own fees, costs and expenses incurred in connection with such proceeding or litigation (including any appeals and appellate proceedings).

Article VIII

Compliance with Laws

Each party shall comply with all federal, State of Florida and local laws applicable to it and the performance of its obligations under this Agreement.

Article IX

Taxes

TQR shall pay all federal income taxes, state taxes, and fees levied on or measured by TQR's net income, and similar taxes, fees and charges, as well as all excise, use, and other similar taxes required by laws which are in effect or which may be promulgated in the future. The BOARD represents that it is exempt from Florida state sales taxes, and it will reasonably cooperate with TQR in providing proof of this exemption to third parties, as required.

Article XI

Insurance

At all times during the term of this Agreement, TQR shall, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Florida, with a general Best's rating of "B+" or better and a financial size category of "IV" or better according to the A.M. Best Rating Guide and acceptable to the Board, the following types of insurance:

A. Commercial General Liability Insurance

Except as otherwise provided, the Business Liability Insurance provided by TQR shall conform to the requirements hereinafter set forth:

- (1) TQR's insurance shall cover TQR for those sources of liability (including but not by way of limitation, coverage for operations, products/completed operations, independent contractors, and liability contractually assumed), which would be covered by the latest occurrence form edition of the standard Business Liability Coverage Form (ISO Form SS0008), as filed for use in the State of Florida by the Insurance Services Office.
- (2) The minimum limits to be maintained by TQR (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million combined single limit.
- (3) Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first-dollar basis, without any application of a deductible or a self-insured retention. The coverage for Property Damage Liability shall be subject to a maximum deductible of \$1,000 per occurrence.
- (4) TQR shall include the School Board and its members, officers and employees as "additional insured" on the required Business Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Board as Additional Insured using the latest Additional

Insured Owners, Lessees or Contractors (Form SS 0008). The Certificate of Insurance shall be clearly marked to reflect "The School Board of Miami-Dade County, Florida, its members, officers, employees and agents as additional insured."

- B. Proof of Professional Liability insurance in the name of TQR with limits of liability not less than \$1,000,000 per wrongful act. All certificates of insurance submitted must be issued by companies authorized to conduct business under the laws of the State of Florida, with an A.M. Best rating (most currently published), must be no less than a B+ as to management, and no less than Class V as to financial strength. Certificates shall indicate no modifications in insurance shall be made without thirty (30) days advanced written notice to the additional named insured or certificate holder.

Upon the execution of this Agreement, TQR shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing TQR's insurance coverage is consistent with the terms of the Agreement. TQR shall also provide copies of the policies to the BOARD. TQR shall also provide the BOARD with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. TQR shall be in material breach of this Agreement if TQR fails to obtain replacement insurance coverage, prior to the date in which coverage is terminated or expires. In this event, the BOARD may terminate this Agreement without further liability to TQR. Additionally, TQR shall be liable to the BOARD for any and all damages incurred due to TQR's failure to perform the Agreement terms.

Article XII

Indemnification

TQR agrees to hold harmless, indemnify and defend the indemnitees (As hereinafter defined) against any claim, action, loss, damage, injury, liability, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of TQR, excluding only the sole negligence or culpability of the indemnitees. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida, its members, officers and employees.

Article XIII

Assignment

Neither party may assign this Agreement or any right or obligation under this Agreement. In the event assignment is necessitated or requested as a result of business reorganization, written consent must be obtained from the non-assigning party. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Agreement may be amended or modified only by the written and signed consent of the parties.

Article XIV

Force Majeure

Neither the BOARD nor TQR shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to wars, acts of God, acts of terror, labor disputes, flood, windstorm, explosion, riots, sabotage and fire, provided that prompt notice of such delay is given to the other party.

**Article XV
Waiver of Rights**

The failure of either party to exercise any rights or insist in any instance upon strict performance by the other party of any provision in this Agreement shall not be deemed a waiver of any rights or a bar to the later exercise thereof under this Agreement.

Article XVI

Complete Contract and Order of Precedence

This Agreement shall constitute the full understanding between the BOARD and TQR and supersedes all prior or contemporaneous agreements, whether oral or written, regarding the subject matter of this Agreement.

Article XVII

Severability

In the event that any provision, or portion, of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

Article XVIII

Choice of Law/Venue

This Agreement shall be governed and construed under the laws of the State of Florida. Any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

Article XIX

Non-Discrimination

TQR represents and warrants to the BOARD that TQR does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with TQR's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. TQR further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

Article XX

Official Notices and Points of Contacts

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and deemed to have been served and given if delivered in person to the address listed below for each party. If mailed, said notice must be sent certified mail, returned receipt requested and the effective date will be the date received. The address of the BOARD for all purposes under the Agreement and for notice hereunder shall be:

If to TEACHER QUALITY
RESOURCES, LLC:

JENNIFER HINDMAN, PH.D.
P.O. Box 519
Williamsburg, Virginia 23187
Attention: James H. Stronge, Ph.D.

With Copy to:

JAMES H. STRONGE, PH.D.
P.O. Box 519
Williamsburg, Virginia 23187
Attention: Jennifer Hindman, Ph.D.

If to BOARD:

The School Board of Miami Dade
County, Florida
1450 N.E. 2nd Avenue
Miami, Florida 33132

With Copy to:

The School Board of Miami-Dade
County, Florida
1450 N.E. 2nd Avenue
Miami, Florida 33132

Attention: Ofelia San Pedro, Deputy
Superintendent, Business
Operations

Attention: Joseph A. Gomez, Assistant Superintendent
Procurement Management Services

Either party may designate another address for all purposes of this Agreement, by giving to the other party reasonable advance notice of such address change.

IN WITNESS WHEREOF, The BOARD and TEACHER QUALITY RESOURCES, LLC have made and executed this Agreement as of the date first written above.

JENNIFER HINDMAN, PH.D.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____

Jennifer Hindman, PH.D.
Teacher Quality Resources, LLC
Managing Partner

By: _____

Rudolph F. Crew, Ed.D.
Superintendent of Schools

APPROVED AS TO FORMAL LEGAL SUFFICIENCY:

School Board Attorney