

Office of Professional Development  
Ava G. Byrne, Deputy Superintendent

**SUBJECT:           REQUEST    AUTHORIZATION    TO    ENTER    INTO    A  
                          CONTRACTUAL    AGREEMENT    BETWEEN    THE    SCHOOL  
                          BOARD    OF    MIAMI-DADE    COUNTY    AND    TEACHER    QUALITY  
                          RESOURCES,    LLC    TO    DESIGN    M-DCPS    PERFORMACE    PAY  
                          PLAN    IN    COMPLIANCE    WITH    SPECIAL    TEACHERS    ARE  
                          REWARDED    (STAR)    PROGRAM**

**COMMITTEE:        SCHOOL    SUPPORT    ACCOUNTABILITY**

The Florida Legislature's 2006-07 budget includes a total appropriation of \$147.5 million within the Florida Education Finance Program (FEFP) for the Special Teachers are Rewarded (STAR) performance pay plan. Approximately \$19.5 million dollars from the appropriation have been earmarked for Miami-Dade County Public Schools' implementation of STAR. This plan provides a method for districts to implement the performance pay provisions of section 1012.22, Florida Statutes. Under the statute each school district is required to adopt a salary schedule that bases a portion of each instructional employee's salary on performance as well as a performance-pay policy for school administrators and instructional personnel. Both the salary schedule and the performance-pay policy are based upon employee performance as demonstrated in the District's performance assessment system. The District is required to submit the STAR plan to the Florida Department of Education for approval by December 31, 2006. The Department of Education is required to respond within 45 days to determine whether the plan has been approved. It is the District's intent to submit a STAR plan at the earliest possible date.

Dr. James Stronge, of Teacher Quality Resources, LLC, developed the District's performance assessment system for instructional personnel. The proposed contract requests the services of Dr. Stronge to design the pay for performance plan for instructional personnel. The implementation plan for STAR will be designed in concert with Miami-Dade County Public Schools Administration and the United Teachers of Dade with the intent of satisfying requirements of the guidelines for district performance pay plans. 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 cost of the services will be \$60,000. 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.

**D-3**

The scope of the contracted work will include: development of the STAR plan; assistance with development of the mechanism for identifying instructional personnel who will be eligible for the STAR Plan financial incentive; development of a training program for instructional personnel associated with District-wide STAR implementation; development of a training program for administrators for District-wide STAR implementation; assistance with all communication with the Florida Department of Education relative to the development, submission, and approval of the M-DCPS STAR Plan; revision of the STAR Plan if necessitated by the State Board. Upon the Board's approval of this contract, work to develop the STAR plan will begin immediately.

Teacher Quality Resources, LLC owns the copyright to the Instructional Performance Evaluation and Growth System (IPEGS) tools that will be used in the STAR implementation plan and has granted the district an unlimited license to use and modify the IPEGS system for all district purposes.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida:

1. enter into a contractual agreement with Teacher Quality Resources, LLC, for consulting services from August 3, 2006 through April 1, 2007, to design the M-DCPS performance pay plan in compliance with the STAR program. The proposed payment in the amount of \$60,000 includes all fees and expenses including travel; and
2. 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  
SPECIAL TEACHERS ARE REWARDED (STAR) PLAN  
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 1<sup>st</sup> 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 2<sup>nd</sup> 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 Special Teachers Are Rewarded (STAR) Plan (herein after referred to as STAR Plan); 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 STAR Plan 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 regular dialogue with M-DCPS regarding training and implementation of the STAR Plan in all schools of the M-DCPS. An implementation plan for the STAR Plan will be designed in conjunction with M-DCPS administration with the intent of satisfying requirements of the Florida proviso guidelines for district performance pay plans. The four main provisions are:
  - a. Eligibility-all teachers are automatically eligible to receive rewards without having to apply;
  - b. District determination of number of rewards-at a minimum the top 25 percent of teachers shall be rewarded;
  - c. Evaluation instrument, including the use of a five-point rating scale; and
  - d. Teacher evaluation based on student performance.
- B. Assist the M-DCPS administration in developing a mechanism for determining the instructional personnel to be selected for the STAR Plan financial incentive.
- C. Develop a comprehensive performance pay plan for submission by M-DCPS to the Florida Department of Education by December 31, 2006 seeking approval of the M-DCPS STAR Plan program for the fiscal year, 2006-07. Note: The intent of M-DCPS is to submit the comprehensive performance pay plan as early as is practical.
- D. Assist the M-DCPS administration in reviewing and responding to any written response from the Florida Department of Education regarding approval of the M-DCPS STAR Plan program. Responding to the Florida Department of Education will include revising the plan by the March 1, 2007, if requested by the State Board.
- E. Develop a training program for instructional personnel for district-wide STAR Plan implementation, including the use of two components from the Instructional Performance Evaluation and Growth System (IPEGS): (1) Performance Standard 5, and (2) Goal Setting for Learner/Program Progress. This training will occur in August, 2006. Additionally, a January STAR training using the performance appraisal rubric will occur in 2007.
- F. Provide technical support for STAR liaisons. STAR liaisons will be identified by the M-DCPS administration and will serve as instructional trainers in all schools participating in the STAR Plan. Technical support will include meeting with STAR liaisons, making visits to selected schools with trainers to monitor delivery of training to instructional personnel, and providing follow-up technical support to the STAR liaisons. Meetings and visits with liaisons will occur in the time frame of August/September and will consist of approximately four days.

- G. Develop a training program for administrators for district-wide STAR Plan implementation, including: (1) how to review and support Goal Setting for Learner/Program Progress, (2) the use of a five-point rating scale, and (3) making summative decisions. This training will occur during the time frame of November/December and consist of 1.5 hour repeated training sessions.

## **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 1 2007, to complete the project requirements specified under Article I of this Agreement. The plan, 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 \$60,000 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 two equal payments (\$30,000) 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: March 1, 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. 2<sup>nd</sup> Avenue  
Miami, Florida 33132

With Copy to:  
The School Board of Miami-Dade  
County, Florida  
1450 N.E. 2<sup>nd</sup> 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