



# MAGNOLIA PUBLIC SCHOOLS

## Board Of Directors

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Board Agenda Item #	7f
Date:	08.13.15
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Michelle Hurst-Crumpton, Chief Academic Officer
RE:	Blended Learning Professional Development Agreement

### Proposed Board Recommendation

I move that the board approve a contract with the Alvo Institute for Blended Learning: Curriculum Design and Strategic Planning for the 2015-2016 school year, renewable as needed.

### Background

The core content curricular purchase in this school year included both books and online resources that complement the investments we have made in Chrome Books, laptops, iPads and telecommunication infrastructure. However, we have not made a similar investment in thinking through how we integrate our instructional strategies and this technology investment. After reviewing various consultants and vendors, the Curriculum and Instruction team found the Alvo institute team to be the most experienced, cost effective, and best fit to support the Magnolia site leadership teams through the process of innovation.

The Alvo Institute provides design, implementation and Professional Development services to help schools, districts and educational agencies design, implement and sustainably operate innovative, 21st century classrooms. Founded in 2008, Alvo was the first technology diagnostic firm in the country to help schools design and implement blended learning. Alvo has served a wide range of clients including schools and districts in urban districts such as Los Angeles and Oakland, charter schools such as Summit Public Schools, KIPP Courage Houston, KIPP National, Alpha Public Schools and Da Vinci, rural districts in Oregon and Illinois, and independent schools in New York, Baltimore and Cleveland.

### Budget implications

This item is in the approved budget for FY 2015-2016. Serving all Magnolia Schools, the allocated cost per school is: \$8,445.45 the total budgetary impact is \$92,900.00

### Attachments:

Alvo Institute Contract

Name of Staff Originator: Michelle Hurst-Crumpton



**Strategic Planning and Curriculum Design Support Services  
Agreement Prepared for**

**Michelle Crumpton, M.Ed.,MA.CI. – Chief Academic  
Officer**

**Magnolia Public Schools**

**Prepared by Rebecca Tomasini, Founder and CEO**

**The Alvo Institute**

**July 17, 2015**

## The Alvo Institute

### Licensing and Support Services Agreement

This Licensing and Support Services (the "Agreement") is made (month) \_\_\_\_\_ (date) \_\_\_\_\_, 2015 by and between Magnolia Public Schools, 13950 Milton Ave STE 200B, Westminster, CA 92683 and Alvo Institute, LLC, 95 Rio Vista Ave, Oakland, CA 94611 ("Alvo"). CLIENT and Alvo agree to the following:

1. **Term.** This Agreement will begin on the day of full execution and will continue through August 30, 2016. The work is outlined in Scope of Work (SOW) in Appendix A. Alvo and CLIENT may add additional SOWs as appendices should additional or changes in scope of work or deliverables be desired and such appendices shall be consecutively identified and signed by authorized representatives of Alvo and CLIENT.
2. **Description of Services.** Alvo shall provide advisory, liaison and project management support services (the "Services") outlined in Appendix A. Alvo agrees to perform all Services to the best of its ability, in a professional manner, and in accordance with the terms and conditions set forth in this Agreement.
3. **Fees; Expenses.** CLIENT will pay all fees and payments identified in Appendix A on a monthly basis. Alvo will invoice CLIENT at the beginning of each month for such services and expenses and CLIENT agrees to pay such invoices within 30 calendar days of the receipt of same unless otherwise noted. In the event that CLIENT does not timely pay a monthly invoice, Alvo may immediately suspend its services until payment is made. A late fee of 1.5% of the outstanding invoice amount will be charged to the CLIENT. In the event that CLIENT does not timely pay a monthly invoice, Alvo may immediately suspend its services until payment is made. If additional work is required beyond that identified in Appendix A, Alvo will make all reasonable efforts to anticipate and alert CLIENT.

To reserve Alvo's time, a non-refundable deposit of \$2,000 is due by July 15, 2015, or earlier, in order to reserve the July August workshops. The deposit will be applied to the invoice for the workshops.

#### 4. **No Employment Relationship; No Liability for Taxes, Insurance**

(a) Alvo is an independent contractor, and not an employee or agent of Client. Alvo has adequate insurance, workers' compensation insurance, if it is needed for its employees for this engagement. Alvo will be solely responsible for determining the means and methods for performing the Services under this Agreement.

#### 5. **Intellectual Property.**

(a) Alvo will retain all rights, including distribution, reproduction and use of all materials, content, rubrics, evaluation templates, documents, graphs, images, processes and other intellectual property ("ALVO Materials") contained in the professional development and support described in the SOW in Appendix A or materials otherwise distributed to CLIENT. CLIENT will notify participants that they are not allowed to distribute, in any way, the materials in the Moodle Modules or other distributed materials such as "survey", "data", "results", and "reports" to which they are permitted access. The Materials may be used only to support the educational services at the participating school described in Appendix A unless otherwise mutually agreed upon between CLIENT and Alvo evidenced in writing. CLIENT and Alvo will agree upon how to use the Alvo materials for additional school expansion. All customized work product is intended for the exclusive use of CLIENT's program but may also only be used, with reference to Alvo where appropriate, within CLIENT, provided CLIENT does not charge a fee for use of any kind. Any Alvo created deliverables and work products cannot be distributed nor sold outside CLIENT without Alvo's written permission. During the Term of this Agreement, and any extension thereof, Alvo provides CLIENT with a license to utilize ALVO Materials at no additional charge.

(b) The ALVO Materials are owned, copy-written and/or trademarked by Alvo.

(c) CLIENT employees and program participants will be granted access to the Materials in the Moodle Modules described in Appendix A. CLIENT, nor its participating school, may distribute or sell any of the Materials outside of the designed participants described in this agreement and in Appendix A without written permission from Alvo.

6. **Confidential Material.** In the performance of this Agreement, CLIENT may have access to, receive and be entrusted with Alvo's confidential information, including but in no way limited to information relating to grant proposals, implementation, management, employment, vendors, evaluation, communications, and other organizational and financial administration presently owned or at any time in the future developed by Alvo or its agents or consultants, or used presently or at any time in

the future by Alvo in the course of its business, and/or personal information relating to any officer, director or employee of Alvo, program participants, candidates applying for Alvo-related programs, activities or employment, that is not otherwise public knowledge or in the public domain (collectively, the "Confidential Material"). All such Confidential Material is considered secret and will be available to CLIENT in strict confidence. CLIENT agrees not to use in any way the names, contact or personal information of program participants, candidates or their references for any other purpose, beyond the scope of this project. CLIENT will not contact program participants, candidates or their references for any other purpose beyond the performance of his/her services in relation to this project. CLIENT will not use personal information gathered on program participants, candidates or their references for marketing or research purposes, or for any other solicitation or sales opportunities. In addition, any data gathered about program participants, candidates or their references will not be reported on or shared in any way.

7. **Termination.** Either party may elect to terminate this Agreement at any time and for any reason by giving written notice to the other party no later than 30 days in advance of any termination. If this Agreement is terminated while Alvo is actually performing services hereunder, Alvo will be entitled to compensation according to the terms of this Agreement for services performed in compliance with this Agreement through the effective date of termination. Any payment made to Alvo and not applicable to completed work as of the date of termination will be promptly refunded by Alvo to CLIENT.

8. **Survival.** Sections 3, 5, 6, 7, 9-13 will survive the expiration or earlier termination of this Agreement for any reason.

9. **Dispute Resolution and Limitation of Liability.** If Alvo and CLIENT cannot resolve any dispute, controversy or claim arising out of or relating to this Agreement or the transactions contemplated by this Agreement, or any amendment of this Agreement, Alvo and CLIENT each agree to resolve any dispute in a Court of appropriate jurisdiction in the County of Los Angeles, California and agree that said location will be equally convenient to both parties and hereby waive any claim that said location might constitute a *forum non-conveniens*. CLIENT agrees, to the fullest extent permitted by law, to limit the liability of Alvo to CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims or expenses from any cause of action, including attorneys' fees and costs, so that the total aggregate liability of Alvo to CLIENT shall not exceed Alvo's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, including special, executory and/or punitive damages. Subject to the foregoing, the prevailing party in any action resulting from or relating to a breach of the Agreement or enforcement of this Agreement, whether such action be for monetary damages, injunctive relief or any other equitable remedy, shall be entitled to its costs of litigation, including actual attorney's fees.

10. **Controlling Law.** This Agreement will be construed, enforced and governed in all respect by the laws of the State of California, without regard to choice of law principles.

11. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement will not constitute a waiver of any subsequent breach or violation thereof.

12. **Enforceability.** If any provision of this Agreement is found to be void or unenforceable by either of the parties, such finding will not render any other provision of this Agreement void or unenforceable. This Agreement shall be binding on CLIENT and Alvo, as well as to any successor-in-interest.

13. **Entire Agreement.** The parties agree that they mutually participated in the drafting of this agreement and sought the advice of counsel to the extent that they desired. This document contains the entire Agreement of the parties and supersedes all prior negotiations or agreements, whether oral or written, regarding the matters set forth herein. The Agreement may not be changed orally but only by an agreement in writing signed by authorized representatives of both parties.

Read and approved by:

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Name:  
Title:  
Organization: Magnolia Public Schools  
Date 7/\_\_\_/2015

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Name: Rebecca Tomasini  
Title: Founder and CEO  
Organization: The Alvo Institute  
Date \_7\_/\_\_\_/2015

# Appendix A Scope of Work

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**NOTE: All support and services are subject to modifications as mutually agreed upon. Alvo will only bill for approved and completed work.**

## **1) 2 Full Day Kick-Off Workshops: July 29, 2015 for Principals and August 10, 2015 for Teachers**

**Fees:** (\$3,200/day with 2 Alvo facilitators=\$6,400 total for both workshops. This does not include travel, airport transport, hotel and car rental from Oakland to LA estimate: \$1000 total)

### **Draft agenda for both sessions:**

(5 minutes) **Review goals for the day (9:00-9:05)**

- Goals
  1. Overview of BL Landscape and what Magnolia is ready for
  2. Leave the meeting with clear, detailed timeline and next steps

(25 minutes) **Instructional Design Requirements Brainstorm (9:05-9:30)**

- Current State: How is success measured?
- Where are the major points of change or deepening? (Language fluency, leveraging technology, more project based work)
- What is the ideal experience for teachers and students?
- ID any unique considerations or limitations that may impact the design

(2 hours) Overview of 5 major implementations of the blended learning method (9:30-11:30)

(30 minutes) Reflections about what blended elements MIGHT work at Magnolia (at each site and across the network) and next steps (11:30-12:00)

Additional topics to be determined based on readiness evaluations of participants. We expect this will introduce teachers to blended learning and how it could work at Magnolia.

## **2) Online Overview of Blended 's Possibilities and Planning for Innovation: September-November 2015**

**Fee:** \$220/per participant: \$12,100 for 55 participants

Principals, Academic Deans and select Central Office staff enroll in *Alvo Practitioners' Circle 101: From Theory to Practice: Planning for Blended* (The 8 week course runs Sept 15-Nov 8<sup>th</sup>). [Read the full course description here.](http://thealvoinstitute.com/services/professional-development/online/)

## **3) Building Each School Site's Content Knowledge about Blended: November 2015-June 2016**

**Fee: \$15,000 (we are estimated about 60 participants; 4-5 member teams from each school site and 1-2 staff from the central office)**

Alvo facilitates a Blended Professional Learning Community for small teams from each school site. These participants will become the blended learning lead innovators. Each team will receive a customized scope and sequence of topics to develop the site teams' content knowledge and common language around blended methods and implementations.

This will preview and extend the work from the Practitioner's Circle.

- Content and interactions will happen in person in bi-weekly sessions and online at times that work for participants.
- Every other week, (can modified) we will provide videos, case studies and short readings in an online portal (learning management system) followed by a 1-hour every other week live webinar with the Blended Pioneers (BP team will meet in person, Alvo will join via web).
- The webinar/live meeting time will provide time for questions, collaboration and capacity development of the new concepts which participants will have had access to for 2 weeks. Alvo can facilitate via web for first month of two, but after that it is an opportunity for each teacher to take a turn leading the discussion.

- This is a great way to help teachers build knowledge of new instructional methods without being overwhelming like a full graduation course. They receive small bits of info every week, with ample time to process, discuss and even try things in their classrooms.
- Included in this is 10 months of Access to Alvo's Online Innovation and Support Portal for 60 participants. Access includes access to templates, research, and participation in any Alvo webinar offered during the 2015-16 academic year.

#### 4) Supporting the Instructional Site Leads in Becoming Blended Coaches: September 2015-June 2016

**Fee: \$15,000**

"Coaching Advisories" with to 80 hours of coaching. We recommend setting up small PLC-style coaching advisories with 1-2 people from each school plus 2 from the central office. Each advisory team will meet with an Alvo coach 1-2 times per month for an hour each session. Coaching would include reviewing observation videos, notes, leading monthly advisory groups and responding to questions and providing support via Alvo online support portal.

#### 5) Workshops: September 2015-June 2016

**Fee: \$22,400**

Between September and June, we estimate about 7 days of on-site full day workshops where we bring site teams from each school, from across the Magnolia network, together. (\$3,200/day; does not include travel). Topics to be determined based on readiness evaluations of participants.

#### Travel

**Fee: \$6,000**

8 trips (up to 1-2 days per trip) from Oakland to Los, Angeles (flight, rental car, hotel, airport transportation)

#### Weekly Check in Calls

**Fee: \$6,000**

15-minute weekly check in calls with the CAO and designee to ensure things are on track and to ID any roadblocks. Alvo will also document weekly calls and progress.

#### Mid-Year and End of Year Evaluation Reports

**Fee: \$10,000** Alvo will document mid and end of year progress towards established goals. This will be a vital part of the documentation of the processes established and support the development of the institutional memory.

#### Estimated Total

Assuming 55 participants and all services listed above: **\$92,900**

**NOTE: All support and services are subject to modifications as mutually agreed upon. Alvo will only bill for approved and completed work.**

# About The Alvo Institute

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## *Supporting the First and the Top Blended and Personalized Schools in the Country*

The Alvo Institute provides hands-on consulting services to help educational institutions design and sustainably operate innovative 21<sup>st</sup> century classrooms. Founded in 2009, Alvo has served a wide range of clients including regional education agencies in Iowa, urban districts such as Los Angeles and Oakland, charter schools such as Summit Public Schools, KIPP Courage Houston, KIPP National, Alpha Public Schools and Da Vinci, rural districts in Oregon and Illinois, and independent schools in New York, Baltimore and Cleveland. The team has also supported a virtual cohort of over 40 schools in Canada, The US and Mexico. Alvo has also advised governmental organizations in Brazil, Australia and South Africa.

As the first firms in the country supporting implementation of Blended Learning as a path to personalization, Alvo has developed a unique focus on the professional development needs of teachers and administrators. As we have learned over the past six years that it is only through sound district and state policy, strong site leadership and effective teacher practices that the promise of blended learning can be realized. To learn more about why we do this work, please view our videos.

(<http://www.youtube.com/embed/EOkHblESJUC>)

### *Theory of Action Blended Learning is a Pathway to Personalized Instruction*

Our theory of action is simple; highly differentiated, individualized instruction will lead to improved academic and social-emotional outcomes for all students. In turn, a significantly higher percentage of students will experience success in post-secondary education, citizenship and ultimately the workplace. At Alvo, we believe that blended is really a deep and deliberate expression of differentiated instruction that can lead to a personalized program for every student. Alvo believes that blended learning brings together the best from traditional instruction together with the best online instructional innovations. In a blended model, teachers make decisions about a student's instructional experience based on close and regular analysis of student data. The opportunity for personalized instruction is deep, but will vary depending on the specific model. We believe that blended is the most efficient and effective path to support personalization.

### *Alvo's Senior Leadership Team*

#### **Rebecca Tomasini, Founder and CEO**

Rebecca leads Alvo's work to help schools bring technology and instructional innovation together with effective, traditional practices. Rebecca's vision for Alvo is shaped deeply by her years working as a classroom teacher with at risk high school English Learners at Bell Gardens High Schools in Bell Gardens, California. A fierce advocate for English Learners and their families, Rebecca was awarded the California Association of Bilingual Educators' Teacher of the Year Award in 2002.

In 2007 she left the classroom to work on scalable classroom, school and district supports. After designing and running the nation's first statewide student achievement data management program for the California Charter Schools Association, Rebecca joined the senior management team at KC Distance Learning, later K12, Inc., where she was the Senior Director of Instruction and Evaluation for online learning implementations across the country. Prior to focusing her work on education reform, Rebecca spent several years in private sector equity research, financial marketing, and mergers and acquisitions with companies including Goldman Sachs, Deutsche Bank, Cushman & Wakefield. She has been an adjunct professor and advisory board member at Claremont Graduate University, School of Education, Portland State University and Lewis & Clark College. Rebecca earned a BA in English Language and Literature at Smith College, an MA of Renaissance Studies at the University of London, and an MA of Education and Community Development at Claremont Graduate University's School of Education.

#### **Chase Davenport, Managing Director of Instructional Innovation and Evaluation**

At Alvo, Chase works closely with school and district leadership teams to help them dream of, design, and implement blended learning programs. Chase, a nationally recognized leader on issues of accountability and quality measures, leads Alvo's educational leadership supports and blended design accountability measures. Previously, Chase was a senior editor and content manager for eScore, an online provider for basic academic skills development and an Instructional Designer at Digital Think, an online adult training company. Chase has developed a wide range of curricula for various age groups and audiences including special education, technology, core academic subjects, and industry-specific training.

Chase started his education career as a classroom teacher and has taught at the middle and high school levels. After ten years in the classroom, he participated in the design team for the development of an elementary charter school in Oakland, CA. After a few years in the private sector he returned to the charter world to run a school in Oakland and then joined the California Charter Schools Association where he served as Director of School Quality, Vice President of School Development and Support and, most recently, Vice President of Accountability and Performance Management. He also serves as a Commissioner for the Western Association of Schools and Colleges. Chase earned his BA in History from Pitzer College in Claremont, CA, and a Master's in Curriculum and Teacher Education from Stanford University.

## Insight Education Group, Inc.

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### CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made and entered into by and between Magnolia Public Schools ("Client"), and Insight Education Group, Inc., a California corporation ("Insight"), and is dated for reference purposes and is effective, notwithstanding the actual date of execution, as of July 1, 2015 ("Effective Date").

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Insight agree as follows:

- 1. Services to be provided.** During the term of this Agreement, Insight shall perform the services specified in Exhibit A, attached hereto (the "Services").
- 2. Term.** The term of this Agreement is set forth in Exhibit A, which is attached hereto and is hereby made part hereof.
- 3. Fees.** In consideration for the services to be performed for Client by Insight, Client agrees to pay, promptly and fully, the fees described in Exhibit A ("Fees"), attached hereto and made a part hereof, in accordance with the provisions set forth therein. Insight shall invoice Client according to the terms outlined below and in the attached Exhibit "A". Invoices shall include a description of the services rendered and shall be payable within thirty (30) days of receipt.

Client understands and acknowledges that resources (including consultant time) may be held or encumbered in advance to ensure timely completion of Services in accordance with Exhibit A. Any changes in Services or delays due to Client actions shall not result in any reduction, cancellation or waiving of Fees without written approval from Insight.

- 4. Nondisclosure by Insight.** All confidential information which Insight may receive from Client, its employees or consultants, respecting its inventions, designs, methods, systems, improvement, and other private matters shall for all time and for all purpose be regarded as strictly confidential and shall not be directly or indirectly disclosed by Insight to any person or entity without Client's permission.

- 5. Intellectual Property.** Insight shall have and retain all right, title, and interest in and to any intellectual property invented, developed or otherwise created by Insight during the term of this Agreement, including, without limitation, lessons, plans, units, software, and similar items.

- 6. Assignment.** Client may not assign or transfer the rights, duties, or obligations under this Agreement without the prior written consent of Insight. Insight may assign, without restriction, its right to payment to a third party.

- 7. Notices.** All notices and other communications hereunder must be in writing and shall be deemed to have been duly given when personally delivered or when placed in the United States mail, first class, postage prepaid, addressed to the party to whom such notice is being given at the address set forth in this Agreement. A party may change the address to which such notices shall be given by notifying the other party in accordance with this Paragraph of such change of address.



**8. Termination.** Either Party may terminate without cause by providing 30-days' prior written notice to the other Party. Either Party may terminate this Agreement with cause immediately by providing written notice to the other Party if the other Party materially breaches this Agreement.

**9. Compensation upon Termination.** Upon Termination, Insight will be entitled to compensation for Services performed, resources (including consultant time) held or allocated for Services prior to Termination, and expenses incurred, including any non-refundable out-of-pocket expenses, prior to Termination, provided that Insight stops performing Services or incurring expenses as soon as reasonably possible after receiving or issuing a notice of termination. Neither Party shall be responsible for damages resulting solely from terminating this Agreement as permitted in this Agreement.

**10. Severability.** Should any provision of this Agreement or part thereof be held under any circumstances in any jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or unenforceability of any other provision of this Agreement or other part of such provision.

**11. Governing Law; Venue.** This agreement shall be deemed to have been made and entered into in the State of California, and the construction, validity and enforceability of this Agreement shall be governed by the laws of the State of California. Venue shall lie only in the County of Los Angeles, California.

**12. Entire Agreement.** This Agreement, including the attached Exhibit "A", constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior contemporaneous or other oral or written statements, representations or agreements by or between the parties with respect to the subject matter hereof are superseded.

**13. Binding Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or any alleged breach thereof, will be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In no event will the arbitration of any controversy or the settlement thereof, delay the performance of this Agreement. Arbitration hearings will be held in the County of Los Angeles, California.

**14. Attorneys' Fees.** In the event either party shall commence any action or proceeding (including arbitration) against the other party by reason of any breach in the performance of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, costs, and expenses, including, without limitation, the arbitrator's fees.

**15. Miscellaneous.** This Agreement shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. This Agreement shall not be changed or modified unless the parties agree in a writing which specifically identifies the document as an amendment to this Agreement.

Insight and Client have entered into this Agreement to be effective as of the Effective Date.

Agreed:  
Client

Agreed:  
Insight

Magnolia Public Schools  
13950 Milton Ave, Suite 200B  
Westminster, CA 92683

Insight Education Group, Inc.  
16130 Ventura Blvd, Suite 300  
Encino, CA 91436

By: Client

By: Insight

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Caprice Young  
Chief Executive Officer

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Michael S. Moody  
Chief Executive Officer

## **Exhibit A: Scope and Terms of Services**

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### **I. Statement of Services**

- A. Custom Development of Common Core Aligned Teaching and Learning Framework ("Framework")
  - Facilitate engagement of key Client leadership to identify project objectives
  - Develop, vet and revise Framework
  - Timeline: July - August 2015
  
- B. Preparation for Framework Implementation
  - Work with Client senior leadership to develop project implementation strategy, timeline and communication strategy
  - Timeline: July 2015
  
- C. Framework Professional Development Session
  - One-Day Professional Development Session for all Client stakeholders, including organizational and school leaders, teachers and support staff
  - Up to six (6) concurrent Professional Development Sessions
  - Timeline: August 2015
  
- D. Observer Calibration and Training
  - Two-Day Observer Training Session for all Client observers
  - One (1) Training Session
  - Timeline: August 2015
  
- E. Monthly Co-Observation Support
  - On-site Coaching: Co-Observation Support for School Principals
    - Eight (8) Co-Observation Sessions – One session per month for eight (8) months
  - Timeline: September 2015 - April 2016
  
- F. Quarterly Principal Academy
  - One-Day Professional Development Session for School Principals
    - Three (3) Professional Development Sessions – One session per quarter for three (3) quarters
  - Timeline: October 2015, January 2016 and March 2016
  
- G. Mid-Year Organization-Wide Professional Development
  - One-Day Professional Development Session for all Client stakeholders, including organizational and school leaders, teachers and support staff
  - Up to six (6) concurrent Professional Development Sessions
  - Timeline: January 2016

**II. Fees**

Fees due total \$276,350.00, including travel costs\*. Consulting Fees have been calculated based on estimated consultant capacity requirements (including all meetings, research, report development, training development and delivery).

<b>PRODUCT AND SERVICES</b>	<b>COST</b>
A. Custom Development of Common Core Aligned Framework	\$ 22,400
B. Preparation for Framework Implementation	\$ 6,200
C. Framework Professional Development Session	\$ 23,600
D. Observer Calibration and Training	\$ 8,700
E. Monthly Co-Observation Support	\$ 148,800
F. Quarterly Principal Academy	\$ 16,800
G. Mid-Year Organization-Wide Professional Development	\$ 23,600
H. Project Management  <i>Includes Executive Check-ins and preparation for delivery of services, coordination of logistics, regular status updates and ongoing client interaction and assistance.</i>	\$ 26,250
<b>Total Fees Due</b>	<b>\$ 276,350</b>

\* Note: Travel costs (airfare, lodging, meals, ground transportation, etc.) will be incurred by consultants in compliance with Insight’s travel policy. A copy of Insight’s travel policy will be made available to Client upon request. Travel costs do not include any printing and reproduction or facilities costs. Client shall be directly responsible for any printing and reproduction or facilities costs unless otherwise agreed

**III. Term**

Pursuant to Section 2 of the Agreement, the term of this Agreement shall begin on the Effective Date and continue through April 30, 2016 (“Completion Date”).

**IV. Payment**

Client will be invoiced \$30,000.00 upon execution of the Agreement. The remaining \$246,350.00 balance will be invoiced in Ten (10) equal installments of \$24,635.00, on the last day of each month beginning from July 2015 to April 2016.

**V. Modifications to Services/Schedules**

The parties may mutually agree in writing to modify the services or schedules discussed above for the convenience of one or both of the parties. To be effective, the written agreement must be entered into between the Chief Executive Office or Chief Academic Officer on behalf of Client and the President or CEO on behalf of Insight Education Group. For purposes of this Paragraph V. only, an e-mail shall be considered a "writing." Unless explicitly stated therein, the modification shall not affect the payment terms set forth above.