Item: 6.2

INFORMATION SHEET 5/11/2021 TRUSTEES' MEETING

To: Board of Trustees

From: Nancie Castro

Re: Contract with McREL for Professional Development

Overview

The Jefferson School District is planning to study McREL's Classroom Instruction That Works (CITW) framework the 2021-2022 school year. In support of increased student engagement and good first instruction, McREL will present a one-day session for site and district administrators and instructional coaches on Tools for Classroom Instruction That Works (CITW). This day will focus on the research supporting CITW and the impact that a solid instructional planning framework can have on a school environment. This will be followed by two additional days with administrators only. Aligned with McREL's CITW's strategies and framework, this workshop will deliver an intensive learning, working, and planning session that will allow participants to dig into each strategy of the framework to develop understanding of what each strategy should look, feel, and sound like in the classroom. The three days will provide instructional leaders with resources and tools to be better equipped when providing effective feedback to their teachers and staff.

Following that, there will be two 3-day follow up visits which will focus on working directly with site administrators on observation data collection and the Power Walkthrough observation tool.

Finally, McREL will present a one-day professional learning session for all teachers on Tools for Classroom Instruction that Works. This workshop will help participants raise student achievement in the classroom by focusing on crafting dynamic learning activities supported by the best research on effective instruction. Participants will gain valuable insights and practical tools and strategies for delivering engaging instruction that makes a difference in students' learning. Each participant will receive copy of *Tools for Classroom Instruction that Works.*

Recommended Action

Approve McREL contract for 21-22 school year.

AGREEMENT # LC-21-0095

Date: May 7, 2021

Client: Jefferson School District
1219 Whispering Wind Drive
Tracy, CA 95377
Nancie Castro, Director of HR and Curriculum
209-836-3388
ncastro@jsdtracy.com

McREL: McREL International
4601 DTC Boulevard, Suite 500
Denver, CO 80237-2596
Cheryl Abla
303.632.5604
cabla@mcrel.org

This Agreement is between Jefferson School District ("Client") and McREL International identified above ("McREL").

ARTICLE I
Purpose and Scope of Work

1.1 The purpose of this Agreement is to engage McREL to perform the services described in the Scope of Work attached hereto as Schedule A and made a part hereof.

1.2 McREL shall at all times act in good faith and use its best efforts to perform all of the work provided for in this Agreement.

ARTICLE II
Payments to McREL

2.1 Client shall pay, on a fixed-price basis, for all products and services provided by McREL under this Agreement, the sum of $45,500 (Forty-Five Thousand, Five Hundred Dollars).

2.2 Payments to McREL shall be made at the times, in the manner and upon the conditions set forth in the Payment Schedule attached hereto as Schedule B and made a part hereof.

ARTICLE III
Term and Termination

3.1 The period of this Agreement shall be from June 1, 2021 through May 31, 2022.

3.2 This Agreement may be terminated in whole or in part, at any time, by either party at its discretion or for its convenience, upon at least 30 days' prior written notice to the other party.

In the event of such termination, McREL shall be compensated under this Agreement through the effective date of termination, provided a final invoice is received by Client no later than 60 days after such date.

3.3 In the event of any breach of this Agreement by either party, or in the event either party is unable to perform any substantial part of this Agreement, this Agreement may be terminated immediately by either party by written notice to the other.

3.4 If this Agreement is terminated by reason of a breach by either party, the other party shall be entitled to all available legal, equitable and administrative remedies for such breach, including without limitation, the right to all damages resulting from such breach and the right to an injunction restraining or compelling action in accordance with this Agreement.

ARTICLE IV
Reports and Audit

4.1 Client and any of its duly authorized representatives, shall have full and timely access to all books, documents, papers, records, and accounts of McREL that are pertinent to this Agreement for the purpose of conducting such audits and examinations, or of making such excerpts or copies, as the examining party deems appropriate. Each party shall bear all of its own expenses in connection with any such audit, examination or copying, unless any such audit or examination reveals any breach of this Agreement by McREL or negligence of McREL, in which event McREL shall bear all costs of such audit or examination in addition to any other damages or liabilities resulting from such breach or negligence.

ARTICLE V
Ownership, Intellectual Property, and Pre-existing Works

5.1 In connection with the Scope of Work shown on Schedule A, McREL shall retain all right, title and interest to its intellectual property embodied in or by such work, and to its pre-existing works, technology and processes, consultations, trainings, analyses, theories, models, publications, research, evaluations, or assessments.

5.2 Right to Publish - Pursuant to the Scope of Work shown on Schedule A, McREL may publish scholarly work(s) derived from its work undertaken in connection with this Agreement, subject to the terms of paragraph 6.5.

ARTICLE VI
General Provisions

6.1 McREL represents and warrants as follows:

(a) McREL is incorporated in and in good standing with the state of Colorado and is duly authorized to conduct business and is in good standing in each other state in which it shall conduct any activities under this Agreement.

(b) McREL has full power and authority to enter into this Agreement and carry out all of its terms and provisions.

(c) This Agreement has been duly authorized by all necessary institutional action and represents the legally binding and fully enforceable obligation of McREL, and the persons entering into and executing this Agreement on behalf of McREL are fully authorized to do so.

(d) No part of this Agreement or of any activity to be undertaken by McREL hereunder shall violate or otherwise be inconsistent with any provision of

(i) any judicial or administrative order or ruling applicable to McREL, or

(ii) any statute, rule, or regulation applicable to McREL or to McREL's activities under this Agreement.

6.2 In connection with its performance of this Agreement, McREL shall comply with all applicable Federal and state laws, regulations, standards, orders, and requirements.

6.3 All notices, reports and other written communications to either party under this Agreement shall be hand delivered or shall be mailed, postage prepaid, by first-class, registered or certified mail, or sent by private courier or express company, to the address noted for each party at the beginning of this Agreement, or shall be transmitted by fax or email to the number/email address noted for each party. Delivery shall be deemed to have occurred on the earlier of actual receipt by the recipient or, in the case of mailing, three days after deposit with the United States Postal Service. Either party may change its address or fax number for purposes of this Agreement at any time by written notice to the other party.

6.4 Indemnification - McREL hereby agrees that it will release, hold harmless, indemnify and defend Client from and against any and all loss, liability, claims, torts, legal action, costs and legal fees arising from claims of third parties for infringement relating to the materials prepared by McREL under this Agreement. Client hereby agrees that it will release, hold harmless, indemnify and defend McREL from and against any and all loss, liability, claims, torts, legal action, costs and legal fees arising from claims of third parties, other than for infringement, relating to use of the materials and/or any products or services sold or offered by Client.

6.5 Confidentiality - Both parties agree to treat any information provided to each by the other in connection with this Agreement as confidential, except that either party may disclose the existence of the Agreement (excluding its terms and conditions) and specifically agrees that it shall not use such information other than in connection with this Agreement and shall not disclose such information to any third party without the other party's consent. These limitations shall not apply to any information 1) which is rightfully disclosed to either party by a third party without obligation of confidentiality; 2) which was in the possession of either party prior to receipt thereof from the other party; 3) which is disclosed to such party's counsel or other confidential advisors or to a court, arbitration panel, administrative tribunal or other similar body; 4) which is compelled to be disclosed by a court, arbitration panel, administrative tribunal or other similar body; or by statute(s) or 5) which is within the public domain, or enters the public domain through no fault of the receiving party. Both parties further agree that all confidentiality commitments hereunder shall survive any termination or expiration of the Agreement.

6.6 In performing its services hereunder, McREL is an independent contractor. Nothing herein shall create any partnership or joint venture between the parties or be construed as establishing any employment relationship. McREL shall have no authority to speak for, act on behalf of or in any way bind or obligate Client, except as may be otherwise expressly provided herein.

6.7 This Agreement may not be amended, modified, or supplemented except by a written instrument signed by the party sought to be bound thereby.

6.8 McREL may not assign all or any portion of this Agreement, or any of its rights, powers, duties, or obligations hereunder, without the express written consent of Client.

6.9 This document, together with all schedules, contains the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior communications, representations, and Agreements.

6.10 Neither party shall limit or exclude any person from participation in any activity under this Agreement on the basis of race, color, creed, national origin, sex, or disability.

6.11 This Agreement is made in Denver, Colorado and shall be governed by the laws of the State of Colorado. The parties consent to venue in the courts of either Arapahoe County, Colorado or Denver County, Colorado with respect to any dispute arising hereunder.

6.12 All notices shall be in writing and sent to the following addresses:

Jefferson School District
1219 Whispering Wind Drive
Tracy, CA 95377
Nancie Castro, Director of HR and Curriculum
209-836-3388
ncastro@jsdtracy.com

McREL International (McREL)
4601 DTC Boulevard, Suite 500
Denver, CO 80237
Sue Desch, Chief Financial Officer
303.337.0990
sdesch@mcrel.org

6.13 Presenter(s) may not be recorded in, with, or by any audio and/or video media without prior written consent from McREL. Such consent is in McREL's absolute discretion. Any consent, if granted, will be valid only for a specific, identified engagement and can be used only for Client's internal purposes unless explicitly indicated otherwise in writing.

6.14 Presenter(s) and/or dates may be subject to change; however, McREL will use its best efforts to schedule the staff as shown and hold to the dates as indicated herein.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set forth below to be effective as of the date first above written.

Jefferson School District	**McREL International**
Signature	Signature
Name and Title	Susan Desch, Chief Financial Officer
Date	Date

Schedule A
Scope of Work

Tools for Classroom Instruction That Works

McREL's approach to professional learning and support begins with understanding our clients' needs and their desired outcomes for the project. We focus on local context so our services will appropriately address those needs and result in locally sustainable practices, continuous improvement, and better outcomes for all. We draw on a vast knowledge base to provide the tools, strategies, and information that educators need to improve their policies, practices, and programs in ways that support increased student achievement. In addition, we help clients understand what it takes to sustain their improvement efforts over the long term and build their capacity to do so.

The *Classroom Instruction That Works* framework is organized into three components of planning, with nine categories of instructional strategies:

1. Component One: Creating the environment for learning
    a. Setting objectives & providing feedback
    b. Reinforcing effort & providing recognition
    c. Cooperative learning

2. Component Two: Helping students develop understanding
    a. Cues, questions & advanced organizers
    b. Nonlinguistic representations
    c. Summarizing & note taking
    d. Assigning homework & providing practice

3. Component Three: Helping students extend & apply knowledge
    a. Identifying similarities & differences
    b. Generating & testing hypotheses

The Jefferson School District is planning to study McREL's *Classroom Instruction That Works* (CITW) framework the 2021-2022 school year. A McREL consultant can work directly with the district to contextualize the sessions to meet current needs. To increase the likelihood of the professional learning becoming deeply embedded across the district to positively support student learning, this proposal includes optional recommended implementation support in the form of ongoing coaching and feedback sessions, with just-in-time professional learning to support teachers and their students at their point of need. Additionally, because we recognize the value of collegial learning, we have designed opportunities for educators to collaborate and learn together in small groups.

July 2021—CITW Workshop

In support of increased student engagement and good first instruction, McREL will present a one-day session for site and district administrators, selected staff, and instructional coaches on *Tools for Classroom Instruction That Works* (Silver, Abla, Boutz & Perini, 2018) content. This day will focus on the research supporting CITW and the impact that a solid instructional planning framework can have on a school environment. This will be followed by two additional days with administrators only. Aligned with McREL's renowned *Classroom Instruction That Works, 2nd ed.* (Dean, Hubbell, Pitler, & Stone, 2012) strategies and framework, this workshop will deliver an intensive learning, working, and planning session that will allow participants to dig into each strategy of the framework to develop understanding of what each strategy should look, feel, and

sound like in the classroom. The three days will provide instructional leaders with resources and tools to be better equipped when providing effective feedback to their teachers and staff.

In this workshop, participants will learn:

- **Nine categories of instructional strategies** that research shows have the strongest connections to higher levels of student learning and success.
- **Practical classroom tools and activities** that are aligned to and supported by each of the nine instructional strategies.
- Specific strategies and tools that **create a classroom environment for learning** that allows students to flourish.
- Specific strategies and tools that **help students develop understanding** of new content and concepts.
- Specific strategies and tools that **help students extend and apply their new knowledge** to other situations and challenges.
- **Tech tools** participants can use in the classroom to promote engaging and meaningful learning.

A sample agenda is available in Appendix A. Additional content and support, if desired, can be delivered through McREL's digital learning platform in either a synchronous or asynchronous model.

October 2021 and March 2022 - Implementation Support

McREL recommends ongoing implementation support for the strategies learned in the CITW workshop to embed the strategies in the district and increase student learning. A McREL consultant could provide onsite support to the administrators, district staff, and instructional coaches in ongoing coaching and feedback sessions, with just-in-time professional learning to support teachers and their students at their point of need. Additionally, because we recognize the value of collegial learning, we design opportunities for educators to collaborate and learn together in small groups. During these visits, a McREL consultant can visit individual school sites and work with the administrators and instructional coach(es) in each school.

A McREL consultant can also work directly with the administrators of each school on data collection and support for the Power Walkthrough observation tool. Power Walkthrough is utilized at the administrative level to collect data as leaders observe classroom practices for implementation of tools and strategies learned in the Tools for CITW sessions.

All onsite sessions will be full days. McREL proposes two (2) three-day visits to take place in October 2021 and March 2022. The exact date of the sessions will be determined in collaboration with the district and schools. The visits will consist of three consecutive days. The agenda for each visit will be determined in advance of the visit in collaboration with the district and in support of each school's goals and needs.

March 2022—CITW Professional Learning

In support of increased student engagement and good first instruction, McREL will present a one-day professional learning session for teachers on *Tools for Classroom Instruction That Works* (Silver, Abla, Boutz & Perini, 2018) content. Aligned with McREL's renowned *Classroom Instruction That Works, 2nd ed.* (Dean, Hubbell, Pitler, & Stone, 2012) strategies and framework, this workshop will deliver an intensive learning, working, and planning session. This workshop will help participants raise student achievement in the classroom by focusing on crafting dynamic learning activities supported by the best research on effective instruction. Participants will gain

valuable insights and practical tools and strategies for delivering engaging instruction that makes a difference in students' learning.

The one-day session will focus on the first component of *Tools for Classroom Instruction That Works*.

- Tools for Creating the Environment for Learning
  - Setting Objectives and Providing Feedback
  - Reinforcing Effort and Providing Recognition
  - Cooperative Learning

McREL recommends splitting the teachers into two groups based on grade level: TK-3 and 4-8. One group would attend the morning session and the other group would attend the afternoon session. This will allow for activities and breakouts that are tailored to the needs of the different grade levels.

Budget

Professional Learning and Coaching	Timeframe	Budget
The program cost for the three-day Classroom Instruction That Works workshop in July 2021 includes: • One (1) McREL consultant will lead three consecutive days of professional learning session onsite focused on *Tools for Classroom Instruction That Works.* • *Tools for Classroom Instruction That Works* (Silver, Abla, Boutz & Perini, 2018) for 12 participants. • Tools for Classroom Instruction That Works activity guide for 12 participants. • Travel and expenses included.	July 20, 2021 - July 22, 2021	$13,500
The program cost for three days of Classroom Instruction That Works implementation support in October 2021 includes: • One (1) McREL consultant will lead three consecutive days of coaching, feedback sessions, small groups, and classroom walkthroughs focused on the strategies in *Tools for Classroom Instruction That Works.* • Travel and expenses included.	October 2021 (Date TBD)	$11,000
The program cost for the three-day Classroom Instruction That Works implementation support and one-day professional learning includes: • One (1) McREL consultant will lead three consecutive days of coaching, feedback sessions, small groups, and classroom walkthroughs focused on the strategies in *Tools for Classroom Instruction That Works.* • One (1) McREL consultant will lead a one-day professional learning session onsite focused on component one of *Tools for Classroom Instruction That Works.* • *Tools for Classroom Instruction That Works* (Silver, Abla, Boutz & Perini, 2018) for 115 participants. • Tools for Classroom Instruction That Works activity guide for 115 participants. • Travel and expenses included.	March 8, 2022 – March 11, 2022	$21,000
Total Cost for 2021-22 School Year		**$45,500**

Optional:

- Power Walkthrough is utilized at the administrative level to collect data as leaders observe classroom practices for implementation of tools and strategies learned in the Tools for CITW sessions. Power Walkthrough observation tool licenses are available for an annual licensing fee of $450 each.

For Professional Learning Sessions

Please provide the following materials:

- Microphone (for groups of more than 40 attendees)
- Seating at tables of 4
- LCD projector, screen, high speed internet for laptop, sound for presentation computer
- Chart paper
- Colored markers
- 2" x 2" post-it notes

Appendix A

Sample Agenda

Day 1:

- The Evolution of a Revolution
    - Understanding the Power of Research (CITW Framework)
    - Classroom-Ready Tools: How We Can Achieve Results—Tomorrow
- Creating the Environment for Learning
    - Clarifying Learning Objectives
    - Developing Self-Directed Students
    - Building a Classroom Community
- Reflection, Q&A, and Feedback

Day 2: Helping Students Develop Understanding

- Understanding "Understanding"
- Two Kinds of Understanding: Declarative and Procedural
- How Do We Develop Student Understanding in the Classroom?

- Reflection, Q&A, and Feedback

Day 3: Helping Students Extend and Apply Learning

- Moving Beyond Understanding: What Does It Really Mean to Extend and Apply Learning? What Does It Look Like in the Classroom?
- Moving Beyond the Test: The Importance of Real-World Problem-Solving
- Tools for Helping Students Extend and Apply Learning
- Instructional Leaders and their Role as a Thought Partner
- The Power of Motivational Feedback

- Reflection and Application: Developing a Plan of Action

Schedule B
Payment Schedule

Client shall pay, on a fixed-price basis, for all products and services provided by McREL under this Agreement, the sum of $45,500 (Forty-Five Thousand, Five Hundred Dollars), according to the following schedule:

September 30, 2021:	$11,375
December 31, 2021:	$11,375
March 31, 2022:	$11,375
June 30, 2022:	$11,375