

## Step By Step Learning, LLC Services Agreement

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **Step By Step Learning, LLC**, a Pennsylvania Limited Liability Company, with offices in Whitehall, Lehigh County, Pennsylvania, hereinafter called “SBSL”, and Galion City Schools hereinafter called “Client”.

**WHEREAS**, SBSL will provide a Multi Tiered System of Support professional development model that requires that Client teachers and Administrators participate.

**NOW, THEREFORE**, the parties hereto, in consideration of the premises herein, and other good and valuable consideration, the parties expressly intending to be legally bound, hereby agree as follows:

1. SBSL will provide services as listed in “Exhibit A”.
2. Client agrees that Client teachers trained on DIBELS® Next will progress monitor each at risk student at a frequency of every week (7 days) for intensive at-risk students and every 10-14 days for strategic at-risk students and once per month for cut-line Benchmark students throughout the school year.
3. At the direction of the Principal, SBSL staff members will be available to meet with the Principal at the end of each day the SBSL consultant is visiting the building. The meeting is at the sole discretion and responsibility of the Principal to schedule and to be available at convenient times to the SBSL consultant. Convenient times are defined as either an hour before or an hour after regular school hours.
4. Client agrees that the Principal is expected and required to attend and actively participate in at least one complete session of each of the different types of training conducted by SBSL, as described in this Agreement and its Exhibits. When a Principal is absent at any of the trainings described in this Agreement, Client agrees that an SBSL consultant will re-teach the material at an additional fee of \$3,650 per day of missed training. Any one-half (1/2) day training session missed will be charged for a full day due to travel and labor expenses.
5. Client agrees to maintain all computer equipment designated for DIBELS® Next and Client further agrees to provide equipment as a replacement within 48 hours in the event of a disruption due to failure of said equipment.
6. Client agrees that SBSL has the express right to utilize, review, publish, report, and present the assessment results gathered at Client in accordance with the limitations set forth in paragraph 9 of this Agreement. SBSL agrees to comply with all existing privacy laws. The Client further agrees and authorizes SBSL to have full access to all of the data with an approved administrative user name and password to any website and/or data warehouse that stores any assessment data of the students that have attended or are currently attending Client’s School District through 2031-2032 school years.

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7. Services total \$154,236. A Purchase Order in the amount of \$154,236 is to be written to Step By Step Learning, LLC for services described in this Agreement no later than July 7, 2017 with payment due on or before September 1, 2017. All communications are to be sent to: Step By Step Learning, LLC, PO Box 230, Whitehall, PA 18052-0230, Attn: Michael Grabarits. Any unpaid balance will be subject to a 1% monthly late penalty assessment.

8. Client shall not, either directly or indirectly, employ, hire for consulting, recruit, solicit, or attempt to induce any SBSL employee/contractor/associate during the term of this agreement and for a period of three (3) years following the expiration of this agreement without the expressed written permission of the President of SBSL.

9. Confidentiality of Records. SBSL acknowledges and agrees that it may be provided with “personal identifiable information” out of the students “educational records” as those terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C.A. 1232 (g), et seq.) As such, SBSL agrees to utilize any such information for the sole purpose of assisting the Client to improve its educational program and that SBSL will maintain the confidentiality of the personally identifiable information consistent with the requirements of the Family Educational Rights and Privacy Act, its regulations, and the regulations of the Commonwealth of Pennsylvania

10. Weather related cancellation will be rescheduled as close as possible to your original training date. Any other cancellations or requests to reschedule will require **14 business days notice** in order to reassign our staff and accommodate the SBSL consultant for their travel. SBSL cannot guarantee we will be able to accommodate your request due to the heavy volume of training dates at specific times of the year. Please note that you may be subject to an additional fee of \$3,650 per day needing to be rescheduled should the rescheduled date incur additional travel fees or loss of training revenue.

11. The terms and conditions in paragraphs 6, 7, 8, 9, 12, 13, 14, and CHOICE OF LAW, FORUM survive the expiration of this Agreement. In the case that SBSL can not complete all of the services outlined in this Agreement during the life of this agreement, SBSL agrees that they may be required to be retained an additional year to complete all services outlined in this Agreement at no additional charge to the Client.

12. CLIENT AGREES THAT ALL COMMUNICATIONS BETWEEN CLIENT TEACHERS AND SBSL DURING ANY MODELING OR COACHING SESSION WILL REMAIN CONFIDENTIAL BETWEEN THE TEACHER AND SBSL.

13. SBSL IS NOT AFFILIATED IN ANY WAY WITH, OR AUTHORIZED OR CERTIFIED BY, AMPLIFY AND THEREFORE CANNOT AND WILL NOT WARRANT ANY AMPLIFY PRODUCT. ADDITIONALLY, SBSL HEREBY DISCLAIMS ANY AND ALL EXPRESS AND

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IMPLIED WARRANTIES OF ALL PRODUCTS OR MATERIALS RECOMMENDED OR SOLD BY SBSL TO THE CLIENT. ANY ISSUES OCCURRING WITH A PRODUCT MUST BE HANDLED DIRECTLY WITH THE MANUFACTURER OR PUBLISHER.

14. THE AGENT SIGNING ON BEHALF OF THE CLIENT HEREBY WARRANTS THAT HE/SHE HAS THE EXPRESS WRITTEN AUTHORITY GRANTED BY THE CLIENT'S BOARD OF DIRECTORS TO ENTER INTO CONTRACT WITH SBSL FOR THE SERVICES MENTIONED IN THIS AGREEMENT AND WILL BE HELD PERSONALLY LIABLE FOR ALL AMOUNTS DUE IF A COURT OF COMPETENT JURISDICTION FINDS OTHERWISE.

**CHOICE OF LAW, FORUM.** THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, USA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, AND ANY ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT SHALL BE INITIATED AND MAINTAINED EXCLUSIVELY IN THE COURTS OF LEHIGH COUNTY, PENNSYLVANIA.

**General Provisions.** This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. This Agreement is expressly limited to its terms and may be modified or amended only by a writing signed by an authorized representative of each party hereunder. Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by Client without SBSL's prior express written consent and any attempt to the contrary shall be void. Any provision hereof found by a court of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof in future occasions. Each party's rights under this Agreement are in addition to those rights it has under the common law or applicable statutes for the protection of trade secrets. Headings are for reference purposes only and have no substantive effect. In the event any party brings any actions related to or arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

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## Step By Step Learning, LLC Services Agreement

**IN WITNESS WHEREOF**, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Step By Step Learning, LLC

Galion City Schools

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DIBELS®/DIBELS® Next are registered trademarks of Dynamic Measurement Group and any use herein does not imply endorsement or affiliation.

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## Step By Step Learning, LLC Services Agreement

### “Exhibit A”

1. **Fall and Winter DIBELS® Next Data Analysis:** Participants including six (6) kindergarten and six (6) second-grade teachers, six (6) Specialists and the Principal revisit the purpose of the universal screener as well as reports that are available. Participants analyze the data and determine which students should receive skill inventories to identify specific areas of need by sub-skill. Fall Data Analysis—two (2) days required. Winter Data Analysis for second grade team -one (1) day required. A total of three (3) days are required.
2. **Fall DIBELS® Next Data Analysis and Instructional Planning:** Six (6) first-grade teachers revisit the purpose of the universal screener as well as reports that are available. Participants will analyze skill inventories, create instructional plans and formulate skill groups. Participants will need to bring completed skill inventories. Fall Data Analysis—one (1) day required.
3. **Winter DIBELS® Next Data Analysis and Instructional Planning:** Participants including six (6) kindergarten and six (6) first grade revisit the purpose of the universal screener as well as reports that are available. Participants analyze the data and determine which students should receive skill inventories to identify specific areas of need by sub-skill. Winter Data Analysis two (2) day required. A total of two (2) days are required.
4. **Fall and Winter DIBELS® Next Instructional Planning:** Participants arrive to the session with skill inventories completed. Participants will complete instructional planning sheets, formulate groups and review instructional routines. Six (6) kindergarten, six (6) second grade teachers and six (6) specialists will attend the Fall Instructional Planning for –two (2) days required. The six (6) second grade teachers will attend Winter Instructional Planning one (1) day required. A total of three (3) days are required.
5. **Fall and Winter DIBELS® Next Student Intervention Response (SIRS):** A collaborative problem-solving environment is encouraged through the utilization of a 25-minute problem solving process. Participants identify students that they would like to leverage the team’s expertise for focused discussions regarding academic concerns. Through this collaborative process, alternative strategies are generated, a plan is crafted and student growth goals are established with timelines for meeting

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those goals. Eighteen (18) classroom teachers and six (6) specialists will attend both the Fall and Winter sessions. Each session is one-half (1/2) day. Fall SIRS—two (2) days required. Winter SIRS two (2) days required. A total of four (4) days are required.

6. **Fall and Winter Small Group Instructional Modeling:** Each of the eighteen (18) K-2 teachers and six (6) supporting specialists will receive two (2) round of modeling in pairs or triads. Fall Small Group Instructional Modeling—one (1) day required. Winter Small Group Instructional Modeling one (1) day required. A total of two (2) days are required.
7. **Fall and Winter Small Group Instructional Coaching:** Each of the six (6) kindergarten, six (6) first grade teachers, and six (6) specialists will receive two (2) rounds of coaching. All coaching sessions are confidential between the teacher and Step By Step Learning® coaches to preserve the openness that is critical in establishing a safe environment for learning. Fall Small Group Instructional Coaching—three (3) days required. Winter Small Group Instructional Coaching—three (3) days required. A total of six (6) days are required.
8. **Additional Fall and Winter Small Group Instructional Coaching:** Six (6) second-grade teachers will receive four (4) rounds of coaching. All coaching sessions are confidential between the teacher and Step By Step Learning® coaches to preserve the openness that is critical in establishing a safe environment for learning. Fall Small Group Instructional Coaching—two (2) day2 required. Winter Small Group Instructional Coaching—two (2) days required. A total of four (4) days are required.
9. **Connecting to the Classroom: Phonology™** supports participants in transferring new knowledge into daily instructional practices throughout the tiers of instruction. Step By Step Learning® will provide this professional development to six (6) second-grade teachers. One (1) day is required.
10. **Middle-of-Year Data Review:** Step By Step Learning® will analyze the district's middle-of-year student data and prepare a report on the status of the initiative. A Step By Step Learning® representative will meet with the leadership team to discuss the status and make recommendation for any improvement required to meet the goals set forth. One (1) day is required.
11. **TOT Data Analysis and Instructional Planning:** Participants will begin their professional development in their role as peer leaders and focus on data process and

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instructional quality. Three (3) days are required.

12. **DIBELS® Next Fidelity checks:** Score behinds will be conducted with each of the six (6) third grade teachers and six (6) specialists. Two (2) days are required.
13. **Online Virtual Service Meeting:** Meetings will be scheduled to support the leadership team in planning and monitoring the fidelity of the implementation. These regular checkpoints are vital to monitoring the milestones. Seven (7) one (1) hour meetings will be provided.
14. **Leadership Meetings:** During onsite sessions, district and building leaders will continue to plan the implementation, identify possible barriers, plan for overcoming the barriers, set measureable goals and milestones, and monitor the fidelity of the implementation of second year. One (1) day is provided.
15. **Teach Me To Learn At Home® Parent Manuals:** Provide fifty (50) Teach Me To Learn At Home® Parent Manuals to support the district in an implementation plan for the parent/family literacy sessions.
16. **Small Group Instructional Tool Kit: Beginning Decoding** is recommended for the six (6) second-grade teachers. Six (6) kits are required.
17. **Small Group Instructional Tool Kit: Advanced Decoding** is recommended for the six (6) second-grade teachers. Six (6) kits are required.

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