



**AGREEMENT**

THIS AGREEMENT (“Agreement”) is by and between NCS Pearson, Inc., a Minnesota corporation, having offices located at 3075 W Ray Road, Suite 200, Chandler, AZ 85226 (“Pearson”), and the school, school district or other entity executing this Agreement below (“Customer”).

**WHEREAS**, Pearson desires to provide to Customer, and Customer desires to obtain from Pearson, certain Pearson products and/or services;

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

1. Pearson shall make available the Pearson products and/or services set forth on the attached proposal. All products and services are provided to Customer pursuant to Pearson’s standard terms and conditions as set forth in the proposal.
2. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which all together shall be deemed to constitute one and the same instrument. Transmission and receipt of this Agreement via facsimile or other electronic means shall be treated as original signatures for all purposes hereof and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

**IN WITNESS WHEREOF**, Pearson and Customer have caused this Agreement to be executed by their duly authorized representatives as of the date of the last signature below.

CUSTOMER:

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

Signature: \_\_\_\_\_

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

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

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

Customer Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NCS PEARSON, INC.

Signature: \_\_\_\_\_

Name: Keith Dunham

Title: Senior Vice President and General Manager

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

NCS PEARSON, INC.

Signature: \_\_\_\_\_

Name: Stephen Connolly

Title: Vice President Finance & Business Manager

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

# A Professional Learning Proposal

offered by the Teacher Education and Development Group



1900 East Lake Avenue  
Glenview, IL 60025  
Telephone: 800-348-4474  
www.PearsonSchool.com

**Proposal valid through November 16, 2009**

August 18, 2009

To: Choonhyun Jeon  
ELL Coordinator  
Monroe County School Corporation  
401 E. Miller Drive  
Bloomington, IN 47401

I am pleased to provide you with the attached proposal for Pearson's implementation of professional development services during the upcoming academic school year.

Pearson knows the key to successful academic achievement in schools is driven by improved teaching in the classroom. Drawing on more than a quarter of a century of quality research and professional development experience, Pearson provides an unparalleled collection of K-12 teacher educational programs. Pearson offers a new approach to professional development by fusing a unique research-based learning model with innovative technology. This combination creates a solid foundation of teacher practices fully capable of supporting successful student learning while driving towards district attainment of federal and state mandates.

We are very enthusiastic about this opportunity to work with you, and we look forward to our partnership in building a district-wide program for improved instruction.

Please call your Sales Account Executive with any questions you have or needs for clarification.

Keith Dunham  
Senior Vice President & General Manager  
Teacher Education & Development Group  
Office: (847) 486-3160  
Fax: (847) 486-3183  
[keith.dunham@pearson.com](mailto:keith.dunham@pearson.com)

**Strategic Account Executive:** Christine Wells  
Phone: 866-664-8845  
Fax: 603-942-6088  
[christine.wells@pearson.com](mailto:christine.wells@pearson.com)

**Submit Purchase Order to:** NCS Pearson  
3075 W Ray Rd, MS 220  
Chandler, AZ 85226  
Phone: (888) 977-7900  
Fax: (480) 452-0714  
[pdk12orders@pearson.com](mailto:pdk12orders@pearson.com)

## Comprehensive Services Implementation

Pearson offers a comprehensive services implementation continuum to support an effective implementation of its products. Below, you will find an overview of possible face-to-face or online training and professional development services available to support an effective implementation.

This Collaborative Discussion between The District and your Pearson representative are aimed at assessing your training and professional development needs.

Objectives for Planning for Results include:

- Identifying goals and objectives for improving instruction and learning
- Identifying the current instructional practices, which will serve as a building block for attaining district goals
- Designing an appropriate training and professional development plan and delivery format

### Professional Development

Pearson is committed to providing professional development offerings that are intended to change practice over time. Through multi-session courses, teachers gain a deeper understanding of content as well as research-based pedagogical approaches towards teaching. The goals of any implementation of instructional programs are:

1. Successful implementation of the program
2. Fidelity of implementation in order to obtain the proven research-based results;
3. Analysis of data reports in order to improve instruction and increase student achievement; and
4. Professional reflection for continued professional growth and improved instructional practices.

Pearson is ready to provide a comprehensive plan of implementation services to ensure a rise in student achievement. In order for our service's programming to be successful, however, we need a commitment by the district for consistent and dedicated attendance and participation by all teachers, coaches, and school administrators. Pearson is also eager to evaluate its services programming through both qualitative (i.e., surveys) and quantitative data analysis (i.e., attendance/participation rates, analysis of district-level student data).

## SIOP® Program Summary

The Enhancing Instruction for English Learners with the SIOP Model presents a well-articulated, practical model of sheltered instruction that can be implemented uniformly throughout the district across all content areas. Participants receive the training and support needed to effectively implement the SIOP Model to teach content to students who are also learning English. The program supports teachers in their content area, and can be coupled with follow-up sessions to deepen their understanding of the model and to teach how they can effectively use it to refine language objectives and lesson plans.

The goal of the professional development program is for educators to gain an understanding of sheltered instruction using the SIOP Model, and how implementing SIOP can be effective for improving instruction for ELs and all students. Services can include onsite professional development, online learning, or a blended approach, and we have specific offerings for:

- Teachers
- Administrators
- Coaches

Services within the program ensure participants implement robust sheltered instruction lessons in their educational setting by:

- Building collaborative sessions with fellow educators to reflect and improve sheltered instruction;
- Observing Pearson's SIOP Service Consultants and being coached in techniques to improve lesson delivery and implementation; and
- Gaining insight on how best to apply what was learned to their own educational setting.

The program also includes training for administrators coupled with consultation to further support consistency in implementing the model across schools

- Educators gain motivation and knowledge of how to teach the EL population.
- Participants get a deeper understanding of EL issues and the research supporting the instructional approach to meet their needs.
- Educators gain a greater understanding of the eight components through the Component Enrichment service. Each component is explained in greater detail and additional interactive strategies are used to increase transfer of knowledge.
- Educators transfer knowledge into practice through Implementation Enrichment consisting of observation and coaching or consultation with campus administrators. These services within the program are designed to be more sustaining and support teachers in classroom implementation.
- Educators learn how to use the observation protocol to observe, rate, and review lessons, as well as language objectives in SIOP Training for Teachers. As a result, these plans can be continuously improved to develop the most robust sheltered lesson for the classroom. Plans are often discussed and shared among teachers so curriculum area instruction can be improved.

The Enhancing Instruction for English Learners with the SIOP Model is designed to support educators with extensive follow-up options while building strong communication between Pearson staff and your staff. The feedback obtained ensures that we meet your expectations and deliver a cohesive model.

Specific services are detailed below.

## Overview of SIOP®

The Sheltered Instruction Observation Protocol Model (Echevarria, Vogt & Short, 2004) was developed to provide teachers of ELs with a well articulated, practical model of sheltered instruction. In 2005 Pearson acquired the SIOP Institute to deepen our professional development offerings and to support the needs of faculty and administrators in learning about and implementing this innovative teaching model. Based on the success of the SIOP Institute, Pearson worked with the authors to develop districting training in the SIOP Model. The SIOP Model is currently used in hundreds of schools across the U.S. as well as in several other countries. The model facilitates high quality instruction for ELs in content area teaching. While the SIOP Model was developed specifically to ensure quality instruction for ELs, it has been shown to be effective in addressing the needs of all students.

## Research:

The SIOP Model offers a research-based approach to sheltered lesson planning and implementation that has proven effective with ELs throughout the United States. The model was developed in a seven year national research project (1996-2003) sponsored by the Center for Research on Education, Diversity & Excellence (CREDE). Through literature review and with the collaboration of practicing teachers, researchers identified features of instruction present in high-quality sheltered lessons to generate the SIOP Model. The model was refined over multiple years of field testing and consists of eight components and 30 features that are explained in the book, *Making Content Comprehensible for English Learners: The SIOP Model* (Echevarria, Vogt & Short, 2007).

The SIOP Model has been shown to be a valid and reliable measure of sheltered instruction (Guarino, Echevarria, Short, Schick, Forbes, & Rueda, 2001). Early research indicates the SIOP Model approach is effective for learners at all grade levels across subject areas. In a study examining the effects of the SIOP Model on student achievement, students whose teachers implemented the SIOP Model to a high degree in middle school classes outperformed those students in sheltered classes whose teachers were unfamiliar with the model. Critical features of high quality instruction for ELs are embedded within the SIOP Model. The Center for Applied Linguistics is currently conducting further research in secondary schools. This ongoing project is facilitating professional development on the SIOP Model and examining the effect of SIOP-based instruction on student achievement in core content areas such as math, science, social studies, and English language arts.

SIOP Services				
Units	Services	Participants	Service Days	Price
1	<b>SIOP Training for Teachers (3-days) (30 participants maximum)</b>	30	3	\$13,500.00
	Pearson - Confidential	<i>Teach and Learn</i>	<i>Access and Inform</i>	<i>Develop and Lead</i>

This workshop is designed for those wanting to learn the SIOPI Model and its effectiveness in assisting educators in working with English Language Learners. Participants will receive an in-depth introduction to the content as well as practice in each of the eight components of the model. Teachers will receive a brief introduction to lesson planning for the SIOPI Model.

**Implementation Timeframe**      **October 5, 6, and 7 2009**

<b>SIOPI Services</b>	<b>\$</b>	<b>13,500.00</b>
-----------------------	-----------	------------------

**Please submit PO for \$13,500.00**

NCS Pearson  
3075 W Ray Rd, MS 220  
Chandler, AZ 85226  
Phone: (888) 977-7900  
Fax: (480) 452-0714

<b>TOTAL COST OF IMPLEMENTATION</b>	<b>\$</b>	<b>13,500.00</b>
-------------------------------------	-----------	------------------

This is a price quotation for customer's convenience only and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Pearson Education at its offices. Not responsible for typographical or other errors. Pearson Education's standard licensing terms and conditions will apply to any order.

All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties

NCS Pearson, Inc ("Pearson") has made a proposal to provide certain professional development services to the school, school district or other entity ("Customer") named in Pearson's proposal to which these terms and conditions are attached (the "Proposal"). These terms and conditions, referred to herein as the "Agreement", set forth the terms upon which Pearson proposes to deliver such services. By Customer's acceptance of the Proposal, as acknowledged by Customer's provision of a purchase order or other confirmation of Customer's placement of an order for the services proposed, Customer acknowledges that Customer has reviewed the terms of this Agreement and agrees that Pearson's and Customer's respective rights and obligations with respect to the services outlined in the Proposal will be governed hereby.

**1. SERVICES.** Customer agrees to purchase, and Pearson agrees to furnish in accordance with this Agreement, those professional services (the "Services") that are described in the Proposal that Customer has accepted by providing a purchase order or other confirmation of Customer's placement of an order for the Services. Pearson does not guarantee any estimates, including delivery dates.

**2. PROJECT MANAGER.** Each party shall designate one of its employees or consultants to serve as Project manager. The Customer's Project Manager shall be empowered to act as Customer's authorized representative for coordination of the Services under this Agreement and to respond to Pearson's questions and requests. Pearson's Project manager shall be responsible for managing the Services provided to Customer. Either party may replace its Project Manager upon written notice to the other.

**3. CUSTOMER RESPONSIBILITIES.** Customer shall, at Customer's expense, furnish Pearson with all information, facilities, or other resources reasonably required by Pearson to perform the Services, including, without limitation, information as to Customer's data, data definitions, programs, files, business requirements, documentation requirements and operating procedures.

**4. FEES.** Customer agrees to pay Pearson the fees specified in the Proposal. All invoices are due net thirty (30) days from receipt. Customer shall also pay all applicable sales, use or other taxes or duties, however designated, which are imposed on any Services or any associated products or materials provided by Pearson pursuant to this Agreement. If Customer claims tax-exempt status, Customer will provide Pearson with evidence of such tax exemption upon request.

**5. TERM; TERMINATION.** This Agreement shall remain in force until the earlier of termination by either party in accordance with this Section 5, or completion of the Services. If this Agreement includes access to software or online content for a stated license period, and Customer later renews its access to such software or online content (which renewal will be at Pearson's then-current fees for same), then this Agreement shall remain in effect for such renewal period as it relates to Customer's license to use such software or online content.

Either party may terminate this Agreement in the event that the other party has materially breached its obligations hereunder and such breach is not cured within thirty (30) days of the breaching party's receipt of written notice of such breach. In the event of any termination of this Agreement, Customer shall not be relieved of any obligation to pay for Services or other items delivered prior to the date of termination. In addition, the provisions of Section 6, 7 and 8 shall survive the termination of this Agreement.

**6. OWNERSHIP RIGHTS.** If Pearson provides customer with any documentation manuals, software, access to online content, and/or any other materials (collectively, "Materials") as a result of the provision of Services, then: (a) Customer acknowledges and agrees that the Materials are protected by copyright, trade secret, and other intellectual property rights, and all such intellectual property rights shall remain vested in Pearson; and (b) Pearson grants Customer a non-exclusive, non-transferable license to use the Materials solely for its internal educational purposes. This license shall be perpetual, in the case of Materials provided in paper form. For software or access to online content granted for a stated license period, the term of the license will be for the period for which Pearson's applicable license fees were paid. Customer shall not make copies of any Materials or share the Materials with any third party unless authorized to do so in writing by Pearson. The extent that Customer may have any input into the creation of any Materials, Customer hereby grants, assigns and transfers to Pearson all of Customer's right, title, and interest in and to such Materials, including copyright and present and future patent rights, throughout the world. Customer agrees to execute such further instruments as Pearson may reasonably request to evidence, establish, maintain or protect its rights in, and ownership of, the Materials. All rights not expressly granted to Customer herein are reserved to Pearson.

Pearson shall be free to use for any purpose, without restriction, any ideas, concepts, know-how, and techniques that are used or acquired in the course of providing the Services, so long as Pearson does not disclose or use any Customer-specific data or confidential information without Customer's express, written consent. Customer acknowledges that Pearson's personnel performing the Services may provide similar services from time to time to other parties. This Agreement shall not prevent Pearson from providing such similar services to other parties or in any way restrict Pearson in the use of its personnel.

**7. WARRANTIES; LIMITATIONS.** Pearson warrants the Services provided shall be performed by qualified personnel in a good and workmanlike manner consistent with industry standards.

**THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES GIVEN BY PEARSON WITH RESPECT TO THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT. PEARSON MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE WITH RESPECT TO THE SERVICES OR MATERIALS PROVIDED UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PEARSON DOES NOT GUARANTEE THAT THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET THE CUSTOMER'S NEEDS.**

**8. LIMITATION OF LIABILITY.** Pearson shall not be liable for any special, exemplary, incidental, or consequential damages, or lost profits, lost savings lost funding, or loss of business or data, arising from this agreement or the provisions of the services and materials pursuant thereto, even if Pearson has been advised of the possibility of such damages or they are foreseeable. In any event, in respect of any claim, demand or action arising from this agreement against Pearson, whether based in contract, tort or otherwise, customer shall be limited to receiving actual and direct damages in a maximum aggregate amount equal to the charges paid by customer for the applicable services or materials on which the claim is based.

**9. FORCE MAJEURE.** In the event Pearson's personnel fail to perform the Services because of illness, resignation or other causes beyond Pearson's reasonable control, Pearson shall use commercially reasonable efforts to replace such personnel within a reasonable time, but shall in no event be liable for any delays in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, civil disturbance, acts of God.

**10. GOVERNING LAW.** This Agreement shall be subject to and interpreted in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of laws.

**11. SEVERABILITY.** If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent hereof.

**12. ASSIGNMENT; SUBCONTRACTING.** Customer may not assign all or any portion of this Agreement without Pearson's written consent. Pearson may subcontract, assign or delegate any of its rights and duties under this Agreement without the consent of Customer

**13. ENTIRE AGREEMENT.** This Agreement, together with the Proposal, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings relating thereto. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer. This Agreement shall not be modified or amended without the written agreement of both parties.