



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/794-2221 Fax: 813/794-2111
727/774-2221 TDD: 813/794-2484
352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

January 19, 2010

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *Kdg/gm*

SUBJECT: Fixed Price Sub-Agreement
Hillsborough County Public Schools

The School District is entitled to receive grant money from the Florida Teacher Quality Grant Program. Before the District can be awarded the monies allocated by the grant, Hillsborough County Public Schools must receive a signed copy of the sub-agreement (see attached).

At this time, we request your approval to enter this agreement with the above-referenced entity. The contract will commence retroactively on October 20, 2009 and expire on June 30, 2010.

Should you have any questions regarding this matter, please contact Ms. Allison Vanderbilt, Supervisor of Research & Evaluation Services, or me at your earliest convenience.

KDG/az
Attachments

received
12/8/09

**Cost Reimbursable Subagreement
By and Between
Hillsborough County Public Schools
And
The School District of Pasco County**

CFDA # 84.367A, TAPS #10A111

Subagreement #10-FTQ01

This subagreement is made and entered into by and between The School Board of Hillsborough County, FL ("**District**") and the School District of Pasco County, a public school district ("**Contractor**") for support to the grant entitled "Florida Teacher Quality Grant Program (FTQ)". For consideration of the mutual promises, covenants, and obligations contained herein, the **District** hereby retains the **Contractor** to undertake certain activities described in Attachment A in connection with the award by the U.S. Department of Education ("**Agency**") Project Number 290-2259A-0C001. The parties agree as follows:

I. PERIOD OF PERFORMANCE

The period of performance under this Subagreement began **October 20, 2009** and ends **June 30, 2010**. The contract term may be extended by mutual written agreement of parties.

II. WORK PLAN/PROJECT ADMINISTRATION

The **Contractor** shall perform the activities described in Attachment A and will comply with all statutory requirements and applicable provisions of the **Agency** Grant guidelines and any special conditions contained in the award document from the **Agency** to the **District** (Attachment D).

The **Contractor** agrees that such activities will be directed by:

District Representative

Paula Lesko

Curriculum & Instruction
7227 Land O' Lakes Blvd.
Land O' Lakes, FL 34638
Phone: 813-794-2247

Email: plesko@pasco.k12.fl.us

Chris Crocco

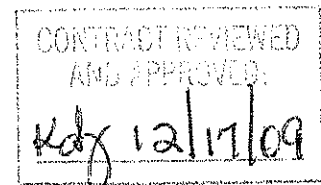
16207 East Course Drive
Tampa 33624
Phone: 813-220-2918

Email: Crocco@coedu.usf.edu

Administrative Contact

Allison A. Vanderbilt
Research and Evaluation
7227 Land O' Lakes Blvd.
Land O' Lakes, FL 34638
Phone: 813-794-2340

Email: Avanderb@pasco.k12.fl.us



District Representative

Max Hutto

Program Manager, Florida Teacher Quality grant
Hillsborough County Public Schools
901 E. Kennedy Blvd.
Tampa, FL 33602
School Mail Route 7
Phone: 813-758-3592
Email: max.hutto@sdhc.k12.fl.us

Administrative Contact

Lynn Fell

Grants and Research Operations Officer
Hillsborough County Public Schools
901 E. Kennedy Blvd.
Tampa, FL 33602
School Mail Route: 7
Phone: 813-272-4880
Fax: 813-272-4664
Email Lynn.Fell@sdhc.k12.fl.us

All deliverables/invoices submitted by the Contractor must be approved in writing by the District's Project Director or designee prior to payment by the District to the Contractor.

III. ALLOCATION OF FUNDS

Subject to the receipt of funds from the Agency, the District agrees to compensate the Contractor on a **cost reimbursable basis** for an amount not to exceed **\$145,162**. Additional funds will be contingent upon satisfactory performance evaluations by the District and the availability of funds from the agency. The Subagreement will then be modified accordingly in writing and signed by all parties to this Subagreement. All claims for payment will be in accordance with the payment schedule outlined in Attachment C. Funds may be rebudgeted between approved budget categories without prior approval on the part of the District provided the revision comply with the Awarding Agency guidelines. Reimbursement of travel expenses would be in accordance with Florida Statute 112.061. The Contractor agrees to submit all invoices to the District by the invoice due dates listed in Attachment C. It is further agreed that all invoices should reference the Subagreement Number, contain an original signature of an authorized official of the Contractor, and should be sent to the District's Project Director or designee for approval.

The Contractor agrees to return to the District any overpayments due to unearned funds. Such funds shall be considered District funds and shall be refunded to the District within 45 days following the time the overpayment is discovered unless otherwise authorized by the District in writing.

The District's performance and obligation to pay under this Subagreement is contingent upon an annual appropriation by the Legislature, to the extent, if any, that appropriated funds are involved in the performance of this Subagreement.

The Contractor shall provide expenditure documentation in detail sufficient for a proper invoice evaluation and pre- and post-audit thereof.

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AND APPROVED:
Kof 12/17/09

The funds provided under this agreement may not be expended for the purpose of lobbying the Florida Legislature or a State of Florida agency.

IV. PAYMENT RESPONSIBILITIES

The **District** shall issue payment within 40 days after receipt of an acceptable invoice and receipt, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the agreement. Any penalty for delay in payment shall be in accordance with applicable law.

V. INDEPENDENT CONTRACTOR

The relationship of the parties is that of mutually independent contractors. Each party and its officers, employees, agents, subcontractors, or other contractors shall not be deemed by virtue of this Subagreement to be the officers, agents or employees of the other party. Each party assumes the risk of all liability arising from its respective activities pursuant to this Subagreement and from the acts or omissions of its respective officers, agents and employees.

VI. INTELLECTUAL PROPERTY

Any publications, discoveries, or inventions arising from collaborative efforts on the part of participating **Contractor** and **District** employees will be the joint property of the **Contractor** and **District**. Any publications, discoveries, or inventions arising from the single efforts of participating **Contractor** or **District** employees will be the property of the authoring agency, with acknowledgement to, and collaboration with, the **District** in regards to the intended use of such products.

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VII. AUDIT REPORTS

Contractor agrees to comply with the requirements of OMB Circular A-133. **Contractor** further agrees to provide **District** with copies of any of the independent auditors' reports that present instances of non-compliance with federal laws and regulations, which bear directly on the performance, or administration of this Subagreement. In cases of such noncompliance, **Contractor** will provide copies of responses to auditors' reports and a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be available for inspection by the **District** or the Agency during normal business hours.

Contractor agrees to comply with the requirements of the Florida Single Audit Act (Chapter 215.97 Florida Statutes). This Act sets audit requirements for nonstate entities that receive state financial assistance equal to or in excess of \$500,000 in any fiscal year. Such entities must obtain and audit by an independent auditor in accordance with auditing standards stated in the rules of the Auditor General of the State of Florida. The audit shall be conducted in accordance with the requirements of the Act and the rules of the Executive Office of the Governor, the Comptroller and the Auditor General. The Act applies to nonstate entities that receive state awards directly from a state awarding agency and to nonstate agencies that receive state awards through another nonstate entity.

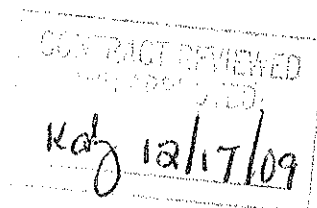
The **Contractor** shall be responsible for payment of any and all audit exceptions that are identified by the audit agency. Payments for costs found to be unallowable by such audit shall be refunded directly to the **District** by the **Contractor**.

VIII. TERMINATION

This Subagreement may be canceled by the **District** without prior notice for refusal by the **Contractor** to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **Contractor** in conjunction with this Subagreement. Pursuant to 1004.22 F.S., the parties shall make available, up on request, the title and description of the study, the name of the investigator, and the amount and source of funding provided for the study.

This Subagreement may be canceled by either party upon no less than thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of cancellation, only the percent of satisfactory progress actually achieved (as defined in Attachment C) to the date of cancellation will be due and payable to the Contractor, as well as any non-cancellable obligations.

In the event that **Contractor's** project director becomes unable or unwilling to continue the project activities hereunder, and a mutually acceptable substitute is not available, **District** shall have the option to cancel this Subagreement.



IX. NON-DISCRIMINATION

As a condition of this contract the **Contractor** agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

X. DELEGATION OF AUTHORITY

This Subagreement is valid and enforceable only upon being signed by persons authorized to bind the **Contractor** hereto, and by all persons required by Florida law or **District** policy to sign an agreement of this nature in order to bind the **District** hereto.

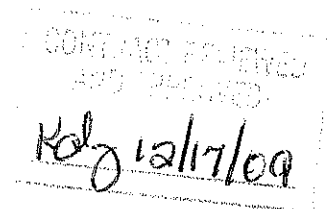
XI. PUBLIC ENTITY CRIME

In accordance with F.S. 287. 133(2) (a), a **Contractor**, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit in bids or proposals, may not be awarded or perform work or transact business with any public entity in excess of the threshold amount provided in F.S.287.017 for category Two for a period of thirty-six (36) months from the date placed on the list.

XII. PROTECTION OF HUMAN SUBJECTS

The **Contractor** bears full responsibility for the proper and safe performance of Research involving the use of human subjects under this Agreement. If human subjects are used, their right and welfare will be protected under 45 CFR Part 46, "Protection of Human Subjects," and the **Contractor** will send a copy of current IRB approval to the **District**.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the parties have caused this Subagreement, which includes Attachments A, B, C and D, to be executed by their undersigned duly authorized officials.

The School Board of Hillsborough County, FL

Allen Altman

Chairman, School Board

The School Board of Pasco County, FL

Heather Fiorentino, Superintendent

Ruth Reilly, Assistant Superintendent

Chairman, School Board

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AND APPROVED
Kdy 12/17/09

Attachment A
SCOPE OF WORK

<p>Develop an intensive and sustained instructional format that focuses on the learning and teaching of NGSSS concepts using an activity-based, problem-solving approach.</p> <ul style="list-style-type: none"> • Objective 1: Deliver facilitator training to targeted district teachers by May, 2010 (CYCLE 2 & 3). • Objective 2: Training teams will deliver Project INVEST designed professional development to targeted district K-12 social studies and language arts teachers based on Tier system by June, 2010 (CYCLE 2 & 3). • Objective 3: 100% of teachers receiving Project INVEST professional development will participate in a pre- and post-assessment of teacher knowledge in their subject area by June, 2010 (CYCLE 2 & 3).
<p>Outcome</p> <ol style="list-style-type: none"> 1. Teams are created and meet. 2. Training is opened to registration based on Tier system. 3. Training is delivered. 4. 100% of trained teachers are administered a pre- and post-assessment. 5. 80% of trained teachers show improvement on the post-assessment. 6. 80% of trained teachers rate the training as satisfactory.

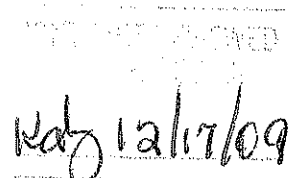
<p>Base all professional development and technical assistance in scientifically-based-research to increase student achievement.</p> <ul style="list-style-type: none"> • Objective 1: 80% of teachers receiving Project INVEST professional development will contribute NGSSS-based lessons to project website database (CYCLE 2 & 3). • Objective 2: 100% of teachers receiving Project INVEST professional development will actively participate in an online book study (CYCLE 2 & 3). • Objective 3: The student scores of teachers receiving Project INVEST professional development will increase on the FCAT Reading or FCAT Writing subtest by 5% (Cycle 3).
<p>Outcome</p> <ol style="list-style-type: none"> 1. Teachers contribute lessons. 2. Teachers participate in online discussion for book study. 3. Student scores on FCAT Reading or Writing increase by 5%.

CONTRACT REVIEWED
 BY: [Signature]
 12/17/09

Attachment B

BUDGET

Personnel		Grant Funds
Secretary (\$9,000), Clerical support of Program Manager, 15/Hrs per week @ \$15/Hr x 40 Weeks (\$9,000)		9,000
<i>Total Personnel</i>		9,000
Fringe		Grant Funds
Fringe @ 18.76% - Secretary III		1,688
<i>Total Fringe</i>		1,688
Travel		Grant Funds
Vicinity Travel (\$3,447), for Program Manager and 6 training developers, \$.38 per mile x 144 miles/month x 9 months x 7 People		3,447
<i>Total Travel</i>		3,447
Supplies		Grant Funds
Supplies for Program Manager (\$3,500), such as Copy Paper, Toner/Ink Cartridges; Dividers, File Folders, Pens, Pencils, Markers, Transparencies, Paper and Binder Clips		3,500
Materials for Module Training (\$6,000), "Train the Trainer" Workshops; Summer Institute Teacher Training Workshops: Binders, Copy Paper, Toner/Ink Cartridges; Dividers, File Folders, Pens, Pencils, Markers, Transparencies, Paper and Binder Clips		6,000
<i>Total Supplies</i>		9,500
Contractual		Grant Funds
Project Manager for Project "INVEST" (\$28,000), Consultant to oversee and manage DSBPC Project "INVEST"		28,000
Module Review and Publication Consultants (\$5,819), 2 Module Review and Publication Consultants to review and prep training modules for publication, \$24.50 Per Hour x 100 Hours (\$4,900), plus 18.76% Fringe (\$919);		5,819
Train the Trainer Module Development (4,655), 8 Module Design Team Members to develop Project "INVEST" Train the Trainer Training Sessions (\$3,920), \$24.50/Hr x 20 Hours x 8 People, plus 18.76% Fringe (\$736)		4,655
Train the Trainer Trainers (\$15,961), 8 Trainers @ \$40/Hr x 42 Hours (\$13,440), plus Fringe @ 18.76% (\$2,521)		15,961
SB Consultants to Train Teachers (\$51,304), 18 Trainers x 60/Hours x \$40/Hour (\$43,200), plus Fringe @ 27.84% (\$8,104)		51,304
<i>Total Contractual</i>		105,739
Training		Grant Funds
Train the Trainer Participants (\$10,635), 10 teachers @ \$23.25/Hr x 42 Hours (\$9,765), plus Fringe @ 8.91% (\$870), Social Security @ 6.20%, Medicare @ 1.45% and W. Comp @ 1.26%		10,635
<i>Total</i>		10,635
Indirect Cost @ 3.68%		5,152
TOTAL COSTS		145,162


 12/17/09

Attachment C

Payment Schedule

This is a cost reimbursable subagreement for an amount not to exceed \$145,162.

Billing Period	Invoice Due to District	Deliverable
10/20/09 – 12/31/09	1/31/10	Edited teacher training modules
1/1/10 – 3/31/10	4/30/10	Train the Trainer Modules
4/1/10 – 5/30/10	6/30/10	Module implementation, training records
6/1/10 – 6/30/10	8/15/10	Module implementation, training records

All costs submitted for reimbursement must be documented and provided for review upon District's request. All invoices should be forwarded to the following address by the due date:

Grants and Research Operations Office
Hillsborough County Public Schools
901 E. Kennedy Blvd.
Tampa, FL 33602
ATTN: Vicki Tomberlin

Invoicing Instructions for Cost Reimbursement Subagreements

All costs to be charged directly to a federal account must be allowable as defined in OMB Circular A-21, Cost Principles for Educational Institutions, that is, they must meet all of the following criteria:

- Reasonable
 - Benefit the project
 - Specifically identified with the project
 - Can be allocated easily and accurately
1. The invoice must be printed on Contractor letterhead
 2. The invoice must be signed by an authorized representative
 3. Payroll register and official ledger detailing each expense item should be submitted along with the invoice.
 4. Do not round off figures. Actual expenditures must be reported in dollars and cents.
 5. Items for which reimbursement is requested must be identified in the budget contained in Attachment B. Other costs will be disallowed.

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100 PERCENT
Kdy 12/17/09

Attachment D

Agency Award Notice and Guideline

NO LONGER RELEVANT
Kdy 12/17/09

