



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 18, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG/12*

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 July 27, 2010 and expire on June 30, 2011.

Should you have any questions regarding this matter, please contact Theresa Valentino, Grants Management Specialist of Research & Evaluation Services, or me at your earliest convenience.

KDG/dam
Attachments



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Contact: Theresa Valentino, Grants Mgmt. Specialist
Peggy Jones, Ph.D., Director
Research & Evaluation Services
813-794-2347

DATE: January 18, 2011

TO: HONORABLE SCHOOL BOARD MEMBERS

FROM: Heather Fiorentino, Superintendent
Ruth B. Reilly, Assistant Superintendent for Curriculum and Instructional Services

SUBJECT: **Florida Teacher Quality Grant Subagreement - Hillsborough County Public Schools**

Introduction

The purpose of awards granted under the Florida Teacher Quality Grants Program is to assist teachers in gaining access to professional development in one or more of the Next Generation Sunshine State Standards core academic areas of Language Arts, Social Studies, Fine Arts, Mathematics and Science.

Description

Hillsborough County Public Schools was awarded a Florida Teacher Quality Grant in July 2009 that represented a collaborative project with the District School Board of Pasco County and the College of Arts and Sciences (CAS) from the University of South Florida (USF).

Improving Networks for Valid & Effective Standards Training (Project INVEST) targets teachers of language arts and social studies and will provide in-depth content knowledge and pedagogy training in the Next Generation Sunshine State Standards (NGSSS).

Action Requested

The staff requests approval of the Hillsborough County Florida Teacher Quality Grant subagreement that will provide professional development to targeted staff in the core academic areas of Language Arts and Social Studies.

Conclusion

The staff respectfully requests Board approval of the Hillsborough County Florida Teacher Quality Grant subagreement in the amount of \$132,933.00.



RECEIVED

12/17/10 Dan

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

CFDA # 84.367A, TAPS #10A111

Subagreement #11-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 **290-2251A-0C001**. The parties agree as follows:

I. PERIOD OF PERFORMANCE

The period of performance under this Subagreement began **July 27, 2010**, and ends **June 30, 2011**. 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

Chris Crocco

16207 East Course Dr.

Tampa, FL 33624

813-220-2918

Email: Crocco@usf.edu

Administrative Contact

Theresa Valentino, Grants Management Specialist

Research & Evaluation

District School Board of Pasco County

7227 Land O'Lakes Blvd.

Land O' Lakes FL 34638

Phone: 813-794-2347

Email: tvalenti@pasco.k12.fl.us__

CONTRACT REVIEWED
AND APPROVED:

KDE/mz

12/21/10

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 **\$132,931**. 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.

CONTRACT REVIEWED
AND APPROVED:
KDL/m
12/21/10

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

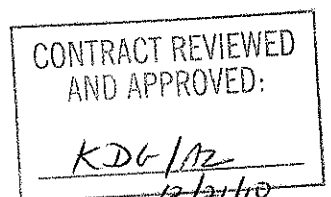
The **District** shall issue payment within 40 days after receipt of an acceptable invoice and receipt, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the agreement. Any penalty for delay in payment shall be in accordance with applicable law.

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.



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.

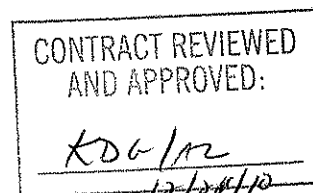
The **Contractor** shall be responsible for payment of any and all audit exceptions that are identified by the audit agency. Payments for costs found to be unallowable by such audit shall be refunded directly to the **District** by the **Contractor**.

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.

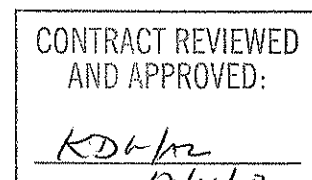
XI. PUBLIC ENTITY CRIME

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




Chairman, School Board
DORETHA W. EDGECOMB

The School Board of Pasco County, FL

Heather Fiorentino, Superintendent

Ruth Reilly, Assistant Superintendent

Chairman, School Board

CONTRACT REVIEWED
AND APPROVED:

12/21/10

Attachment A
SCOPE OF WORK

Develop an intensive and sustained instructional format that focuses on the learning and teaching of NGSSS concepts using an activity-based, problem-solving approach.

- **Objective 1:** Deliver facilitator training to targeted district teachers by May, 2011 (CYCLE 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, 2011 (CYCLE 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, 2011 (CYCLE 3).

Outcome

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.

Base all professional development and technical assistance in scientifically-based-research to increase student achievement.

- **Objective 1:** 80% of teachers receiving Project INVEST professional development will contribute NGSSS-based lessons to project website database (CYCLE 3).
- **Objective 2:** 100% of teachers receiving Project INVEST professional development will actively participate in an online book study (CYCLE 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).

Outcome

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
AND APPROVED:

KDL/mz
12/21/10

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
Total Personnel	9,000
Fringe	Grant Funds
Fringe @ 18.76% - Secretary III	1,688
Total Fringe	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 9 People	4,432
Total Travel	4,432
Supplies	Grant Funds
Supplies for Program Manager (\$4,116), such as Copy Paper, Toner/Ink Cartridges; Dividers, File Folders, Pens, Pencils, Markers, Transparencies, Paper and Binder Clips	4,116
Materials for Module Training (\$5,000), "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	5,000
Total Supplies	9,116
Contractual	Grant Funds
Project Manager for Project "INVEST" (\$35,000), Consultant to oversee and manage DSBPC Project "INVEST"	35,000
Module Review and Publication Consultants (\$2,910), 1 Module Review and Publication Consultant to review and prep training modules for publication, \$24.50 Per Hour x 100 Hours (\$2,450), plus 18.76% Fringe (\$460)	2,910
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 (\$7,981), 4 Trainers @ \$40/Hr x 42 Hours (\$6,720), plus Fringe @ 18.76% (\$1,261)	7,981
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
Total Contractual	101,850
Training	Grant Funds
Train the Trainer Participants (\$2,127), 2 teachers @ \$23.25/Hr x 42 Hours (\$9,765), plus Fringe @ 8.91% (\$870)	2,127
Total	2,127
Indirect Cost @ 3.68%	4,718
TOTAL COSTS	132,931

CONTRACT REVIEWED
AND APPROVED:

KDG / 12/12/10

Attachment C

Payment Schedule

This is a cost reimbursable subagreement for an amount not to exceed **\$132,931**.

Billing Period	Invoice Due to District
12/08/10 – 02/28/11	03/15/11
03/01/11 – 04/30/11	05/15/11
05/01/11 – 06/30/11	07/15/11

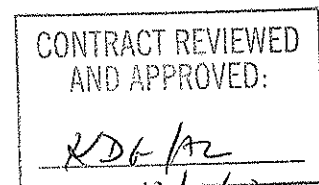
All costs submitted for reimbursement must be documented and provided for review upon District's request. All invoices should be forwarded to the following address by the due date:

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

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.





Attachment D

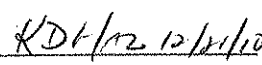
Agency Award Notice and Guideline

CONTRACT REVIEWED
AND APPROVED:
KD G/m
12/21/10

**Florida Department of Education
Project Award Notification**

1 PROJECT RECIPIENT Hillsborough County School District	2 PROJECT NUMBER 290-2251A-1C001
3 PROJECT/PROGRAM TITLE Title II-A IHE Partnerships FL Teacher Quality Grants Cycle III <p align="right">TAPS 11A111</p>	4 AUTHORITY 84.367B Title II, Part A, SAHES
5 AMENDMENT INFORMATION Amendment Number: Type of Amendment: Effective Date:	6 PROJECT PERIODS Budget Period: 07/27/2010 - 06/30/2011 Program Period: 07/27/2010 - 06/30/2011
7 AUTHORIZED FUNDING Current Approved Budget: \$ 454,384.00 Amendment Amount: Estimated Roll Forward: Certified Roll Amount: Total Project Amount: \$ 454,384.00	8 REIMBURSEMENT OPTION Federal Cash Advance
9 TIMELINES <ul style="list-style-type: none"> • Last date for incurring expenditures and issuing purchase orders: <u>06/30/2011</u> • Date that all obligations are to be liquidated and final disbursement reports submitted: <u>08/20/2011</u> • Last date for receipt of proposed budget and program amendments: <u>06/30/2011</u> • Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400: • Date(s) for program reports: *Interim Report* <u>02/01/2011</u> *Final Report* <u>07/31/2011</u> 	
10 DOE CONTACTS Program: Courtney Walker Phone: (850) 245 - 0665 Email: courtney.walker@fldoe.org Grants Management: Unit A (850) 245-0496	11 DOE FISCAL DATA DBS: 44 90 40 EO: 51 Object: 720035
12 TERMS AND SPECIAL CONDITIONS <ul style="list-style-type: none"> • This project and any amendments are subject to the procedures outlined in the <u>Project Application and Amendment Procedures for Federal and State Programs</u> (Green Book) and the General Assurances for Participation in Federal and State Programs. • For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System. 	
13 APPROVED:  <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 20px;"> <div data-bbox="162 1785 779 1856"> Authorized Official on behalf of Dr. Eric J. Smith Commissioner of Education </div> <div data-bbox="893 1701 1266 1827"> <p style="font-size: 2em; font-family: cursive;">1 October 2010</p> Date of Signing </div> <div data-bbox="1299 1596 1494 1785">  </div> </div>	

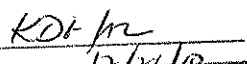
DOE-200
Revised 02/05

CONTRACT REVIEWED
 AND APPROVED:


**INSTRUCTIONS
PROJECT AWARD NOTIFICATION**

- 1 Project Recipient: Agency, Institution or Non-Governmental entity to which the project is awarded.
- 2 Project Number: This is the agency number, grant number, and project code that must be used in all communication. (Projects with multiple project numbers will have a separate DOE-200 for each project number).
- 3 Project Description: Title of program and/or project. TAPS #: Departmental tracking number.
- 4 Authority: Federal Grants - Public Law or authority and CFDA number. State Grants - Appropriation Line Item Number and/or applicable statute and state identifier number.
- 5 Amendment Information: Amendment number (consecutively numbered), type (programmatic, budgeting, time extension or others) in accordance with the Project Application and Amendment Procedures for Federal and State Programs (Green Book), and effective date.
- 6 Project Periods: The periods for which the project budget and program are in effect.
- 7 Authorized Funding: Current Approved Project (total dollars available prior to any amendments); Amendment Amount (total amount of increase or decrease in project funding); Estimated Roll Forward (roll forward funds which have been estimated into this project); and Total Project Amount (total dollars awarded for this project).
- 8 Reimbursement Options:
 - Federal Cash Advance --On-Line Reporting required monthly to record expenditures.
 - Advance Payment -- Upon receipt of the Project Award Notification, up to 25% of the total award may be advanced for the first payment period. To receive subsequent payments, 90% of previous expenditures must be documented and approved by the Department.
 - Quarterly Advance to Public Entity -- For quarterly advances of non-federal funding to state agencies and LEAs made in accordance within the authority of the General Appropriations Act. Expenditures must be documented and reported to DOE at the end of the project period. If audited, the recipient must have expenditure detail documentation supporting the requested advances.
 - Reimbursement of Expenditures -- Payment made upon submission of documented allowable expenditures.
 - Reimbursement with Performance - Payment made upon submission of documented allowable expenditures, plus documentation of completion of specified performance objectives.
- 9 Timelines: Date requirements for financial and program reporting/requests to the Department of Education.
- 10 DOE Contacts: Program contact for program issues, Grants Management Unit for processing issues, and Comptroller's Office number for payment information.
- 11 DOE Fiscal Data: A unique payment number assigned by the Department of Education.
- 12 Terms and Special Conditions: Listed items apply to this project. (Additional space provided on Page 2 of 2 if needed.)
- 13 Approved: Approval signature from the Florida Department of Education and the date signature was affixed.

DOE-200
Revised 02/05

CONTRACT REVIEWED
AND APPROVED:

KDH/m
12/24/10



RECEIVED

12/17/10 Dan

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

CFDA # 84.367A, TAPS #10A111

Subagreement #11-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 **290-2251A-0C001**. The parties agree as follows:

I. PERIOD OF PERFORMANCE

The period of performance under this Subagreement began **July 27, 2010**, and ends **June 30, 2011**. 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

Chris Crocco
16207 East Course Dr.
Tampa, FL 33624
813-220-2918
Email: Crocco@usf.edu

Administrative Contact

Theresa Valentino, Grants Management Specialist
Research & Evaluation
District School Board of Pasco County
7227 Land O'Lakes Blvd.
Land O' Lakes FL 34638
Phone: 813-794-2347
Email: tvalenti@pasco.k12.fl.us__

CONTRACT REVIEWED
AND APPROVED:
KDG/mz
12/17/10

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 **\$132,931**. 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.

CONTRACT REVIEWED
AND APPROVED:
KDG/rz
12/21/10

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

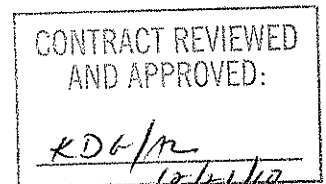
The **District** shall issue payment within 40 days after receipt of an acceptable invoice and receipt, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the agreement. Any penalty for delay in payment shall be in accordance with applicable law.

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.



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.

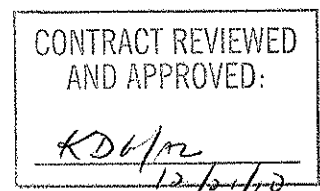
The **Contractor** shall be responsible for payment of any and all audit exceptions that are identified by the audit agency. Payments for costs found to be unallowable by such audit shall be refunded directly to the **District** by the **Contractor**.

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.

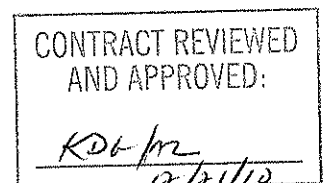
XI. PUBLIC ENTITY CRIME

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



Chairman, School Board
DORETHA W. EDGECOMB

The School Board of Pasco County, FL

Heather Fiorentino, Superintendent

Ruth Reilly, Assistant Superintendent

Chairman, School Board

CONTRACT REVIEWED
AND APPROVED:
KDG/mz
12/21/10

Attachment A

SCOPE OF WORK

Develop an intensive and sustained instructional format that focuses on the learning and teaching of NGSSS concepts using an activity-based, problem-solving approach.

- **Objective 1:** Deliver facilitator training to targeted district teachers by May, 2011 (CYCLE 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, 2011 (CYCLE 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, 2011 (CYCLE 3).

Outcome

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.

Base all professional development and technical assistance in scientifically-based-research to increase student achievement.

- **Objective 1:** 80% of teachers receiving Project INVEST professional development will contribute NGSSS-based lessons to project website database (CYCLE 3).
- **Objective 2:** 100% of teachers receiving Project INVEST professional development will actively participate in an online book study (CYCLE 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).

Outcome

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
AND APPROVED:

KD
12/21/10

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
Total Personnel	9,000
Fringe	Grant Funds
Fringe @ 18.76% - Secretary III	1,688
Total Fringe	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 9 People	4,432
Total Travel	4,432
Supplies	Grant Funds
Supplies for Program Manager (\$4,116), such as Copy Paper, Toner/Ink Cartridges; Dividers, File Folders, Pens, Pencils, Markers, Transparencies, Paper and Binder Clips	4,116
Materials for Module Training (\$5,000), "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	5,000
Total Supplies	9,116
Contractual	Grant Funds
Project Manager for Project "INVEST" (\$35,000), Consultant to oversee and manage DSBPC Project "INVEST"	35,000
Module Review and Publication Consultants (\$2,910), 1 Module Review and Publication Consultant to review and prep training modules for publication, \$24.50 Per Hour x 100 Hours (\$2,450), plus 18.76% Fringe (\$460)	2,910
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 (\$7,981), 4 Trainers @ \$40/Hr x 42 Hours (\$6,720), plus Fringe @ 18.76% (\$1,261)	7,981
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
Total Contractual	101,850
Training	Grant Funds
Train the Trainer Participants (\$2,127), 2 teachers @ \$23.25/Hr x 42 Hours (\$9,765), plus Fringe @ 8.91% (\$870)	2,127
Total	2,127
Indirect Cost @ 3.68%	4,718
TOTAL COSTS	132,931

CONTRACT REVIEWED
AND APPROVED:

K. D. G. / 02

12/10/10

Attachment C

Payment Schedule

This is a cost reimbursable subagreement for an amount not to exceed **\$132,931**.

Billing Period	Invoice Due to District
12/08/10 – 02/28/11	03/15/11
03/01/11 – 04/30/11	05/15/11
05/01/11 – 06/30/11	07/15/11

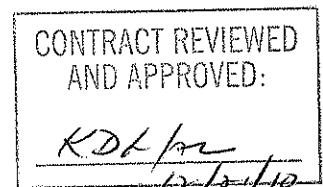
All costs submitted for reimbursement must be documented and provided for review upon District's request. All invoices should be forwarded to the following address by the due date:

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

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.

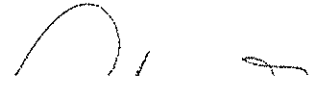



Attachment D


Agency Award Notice and Guideline

CONTRACT REVIEWED
AND APPROVED:
KDK/jr
12/21/10

**Florida Department of Education
Project Award Notification**

1 PROJECT RECIPIENT Hillsborough County School District	2 PROJECT NUMBER 290-2251A-1C001
3 PROJECT/PROGRAM TITLE Title II-A IHE Partnerships FL Teacher Quality Grants Cycle III <p align="center">TAPS 11A111</p>	4 AUTHORITY 84.367B Title II, Part A, SAHES
5 AMENDMENT INFORMATION Amendment Number: Type of Amendment: Effective Date:	6 PROJECT PERIODS Budget Period: 07/27/2010 - 06/30/2011 Program Period: 07/27/2010 - 06/30/2011
7 AUTHORIZED FUNDING Current Approved Budget: \$ 454,384.00 Amendment Amount: Estimated Roll Forward: Certified Roll Amount: Total Project Amount: \$ 454,384.00	8 REIMBURSEMENT OPTION Federal Cash Advance
9 TIMELINES <ul style="list-style-type: none"> • Last date for incurring expenditures and issuing purchase orders: <u>06/30/2011</u> • Date that all obligations are to be liquidated and final disbursement reports submitted: <u>08/20/2011</u> • Last date for receipt of proposed budget and program amendments: <u>06/30/2011</u> • Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400: • Date(s) for program reports: *Interim Report* <u>02/01/2011</u> *Final Report* <u>07/31/2011</u> 	
10 DOE CONTACTS Program: Courtney Walker Phone: (850) 245 - 0665 Email: courtney.walker@fldoe.org Grants Management: Unit A (850) 245-0496	11 DOE FISCAL DATA DBS: 44 90 40 EO: 51 Object: 720035
12 TERMS AND SPECIAL CONDITIONS <ul style="list-style-type: none"> • This project and any amendments are subject to the procedures outlined in the <u>Project Application and Amendment Procedures for Federal and State Programs</u> (Green Book) and the General Assurances for Participation in Federal and State Programs. • For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System. 	
13 APPROVED:  <div style="float: right; text-align: right;">  <u>1 October 2010</u> Date of Signing </div> <p align="center">Authorized Official on behalf of Dr. Eric J. Smith Commissioner of Education</p>	


DOE-200
Revised 02/05

CONTRACT REVIEWED
AND APPROVED:

10/12/10

**INSTRUCTIONS
PROJECT AWARD NOTIFICATION**

- 1 Project Recipient: Agency, Institution or Non-Governmental entity to which the project is awarded.
- 2 Project Number: This is the agency number, grant number, and project code that must be used in all communication. (Projects with multiple project numbers will have a separate DOE-200 for each project number).
- 3 Project Description: Title of program and/or project. TAPS #: Departmental tracking number.
- 4 Authority: Federal Grants - Public Law or authority and CFDA number. State Grants - Appropriation Line Item Number and/or applicable statute and state identifier number.
- 5 Amendment Information: Amendment number (consecutively numbered), type (programmatic, budgeting, time extension or others) in accordance with the Project Application and Amendment Procedures for Federal and State Programs (Green Book), and effective date.
- 6 Project Periods: The periods for which the project budget and program are in effect.
- 7 Authorized Funding: Current Approved Project (total dollars available prior to any amendments); Amendment Amount (total amount of increase or decrease in project funding); Estimated Roll Forward (roll forward funds which have been estimated into this project); and Total Project Amount (total dollars awarded for this project).
- 8 Reimbursement Options:
 - Federal Cash Advance --On-Line Reporting required monthly to record expenditures.
 - Advance Payment -- Upon receipt of the Project Award Notification, up to 25% of the total award may be advanced for the first payment period. To receive subsequent payments, 90% of previous expenditures must be documented and approved by the Department.
 - Quarterly Advance to Public Entity -- For quarterly advances of non-federal funding to state agencies and LEAs made in accordance within the authority of the General Appropriations Act. Expenditures must be documented and reported to DOE at the end of the project period. If audited, the recipient must have expenditure detail documentation supporting the requested advances.
 - Reimbursement of Expenditures -- Payment made upon submission of documented allowable expenditures.
 - Reimbursement with Performance - Payment made upon submission of documented allowable expenditures, plus documentation of completion of specified performance objectives.
- 9 Timelines: Date requirements for financial and program reporting/requests to the Department of Education.
- 10 DOE Contacts: Program contact for program issues, Grants Management Unit for processing issues, and Comptroller's Office number for payment information.
- 11 DOE Fiscal Data: A unique payment number assigned by the Department of Education.
- 12 Terms and Special Conditions: Listed items apply to this project. (Additional space provided on Page 2 of 2 if needed.)
- 13 Approved: Approval signature from the Florida Department of Education and the date signature was affixed.

DOE-200
Revised 02/05

CONTRACT REVIEWED
AND APPROVED:

12/12/13