

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
ST. PETERSBURG COLLEGE
regarding
THE CAMPBELL PARK READING INITIATIVE

THIS AGREEMENT is made and entered into by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA ("School Board"), 301 Fourth Street SW, Largo, Florida 33770, and THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE ("SPC"), P.O. Box 13489, St. Petersburg, Florida 33733.

WITNESSETH

WHEREAS, SPC and the School Board wish to collaborate to increase literacy rates among Pinellas County students struggling in reading; and

WHEREAS, SPC and the School Board further wish to collaborate to provide opportunities for SPC College of Education students to tutor Pinellas County students struggling in reading.

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

1. The recitals are true and correct and are hereby incorporated by reference.
2. Term of Project: This project shall begin upon execution of this Agreement by both parties and end on May 10, 2013. The parties reserve the right to extend this Agreement for a specified period of time by written amendment signed by both parties.
3. Scope of Work: The scope of work is described in Attachment A.
4. Independent Contractors: By this Agreement, the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and its officers, employees, agents or contractors thereof shall not be deemed by virtue of this Agreement to be the officers, employees, agents or contractors of the other party.
5. Non-Discrimination: The parties to this Agreement agree not to discriminate on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation, gender identity, genetic information, or against any qualified individual with disabilities in its employment practices or in the admission and treatment of students. Recognizing that sexual harassment constitutes discrimination on the basis of sex and violates this provision, the parties agree not to tolerate such conduct.
6. Retention of Records: SPC agrees to maintain records of all documents relating to this Agreement for three (3) years and to submit documentation as requested by the School Board for audit purposes. Both parties acknowledge that they are subject to and agree to comply with the Public Records Law of the State of Florida, Chapter 119, Florida Statutes.

7. **Termination:** Either party may terminate this Agreement upon no less than thirty (30) days prior written notice to the other party.
8. **Liability:** The School Board and SPC agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board or SPC. Nothing herein shall be construed as consent by the School Board or SPC to be sued by third parties for any matter arising out of or relating to this Agreement.
9. **Contact Persons:** The School Board and SPC designate the following persons to direct this project:
- | | |
|-------------------|---|
| For SPC: | Dr. Kimberly J. Hartman
Dean, College of Education
St. Petersburg College
P.O. Box 13489
St. Petersburg, FL 33733 |
| For School Board: | Dr. Charlene Binsel
Turnaround Officer
Pinellas County Schools
301 4 th Street SW
Largo, FL 33770 |
10. **Notices:** Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
11. **Applicable Law; Venue:** This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in Pinellas County, Florida.
12. **Signatures Required:** This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
13. **Captions:** The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
14. **Entire Agreement; Modifications:** This Agreement, along with the addendum entitled Attachment A, constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the parties.
15. **Confidential Student Records:** Prior to any SPC personnel or agent having access to confidential student records, the School Board will obtain parental consent for release of such confidential student record information to SPC personnel or authorized agents. Each party to this Agreement

agrees to protect the rights of students with respect to records created, maintained, and used by either party in accordance with state and federal law.

IN WITNESS WHEREOF, the parties have set their hands and seals, on the date first above written.

The School Board
of Pinellas County

Signature: Carol J. Cook

Name: Carol J. Cook

Its: Chairperson

JAN 29 2013

The Board of Trustees
of St. Petersburg College

Signature: Anne M. Cooper

Name: Anne M. Cooper

Its: ANNE M. COOPER, SENIOR VICE PRESIDENT

Approved As To Form:

David Kaplan
School Board Attorneys Office

APPROVED
AS TO FORM AND CONTENT

SL/ps
COLLEGE ATTORNEY

Approved by: Amc

On: 11/20/12

Attachment A

The School Board will provide the following:

1. Access to classrooms serving K-2 students on the Campbell Park Elementary campus.
 2. Allow SPC students to interact with students and teachers in the classroom setting during their class time on campus.
 3. Appropriate classroom space for the SPC class to meet at the Campbell Park Elementary location.
 4. Space will include adequate furniture, lighting, ventilation, heat and air conditioning, utilities, maintenance, and daily custodial services.
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St. Petersburg College will provide the following:

1. A Professor from the College of Education to teach an early literacy course, RED 3309 or other requested reading courses, on the campus of Campbell Park Elementary allowing for SPC students to interact with and support Campbell Park students who are struggling to learn to read.
2. Tutoring by SPC students, through their school based hour requirement, to support students' early literacy development.
3. Professional Development for teachers as requested by Pinellas County Schools to support the Elementary Reading at Campbell Park Elementary school
4. Compliance with all provisions of Florida Statutes and the applicable rules of the State Board of Education and federal legislation including but not limited to the Individuals with Disabilities Education Act.

St. Petersburg College and the School Board will collaborate to:

1. Communicate and exchange appropriate information as required and in a manner consistent with Florida Statutes, rules, and professional ethics; student record exchange is addressed further in Sections 6 and 15 of the Agreement.
2. Develop a Safe Learning Environment/Crisis Plan. The plan will include provisions for ensuring the safety of educational personnel and students.
3. Follow the School Board approved Pinellas County Policies
4. Follow the School Board approved Code of Student Conduct