

AGREEMENT

This Agreement is made and entered into on July 30, 2013 by and between the School Board of Pinellas County, Florida, hereinafter referred to as the "Board" and Community Tampa Bay™, Inc. for the 2013-2014 academic year.

WHEREAS, both parties wish to enhance the quality of interaction among Pinellas county public school students and staff both inside and outside of the classroom by encouraging the acceptance and appreciation of all students and staff; and

WHEREAS, Community Tampa Bay is a community non-profit organization seeking to promote dialogue and respect among all cultures, races and religions by cultivating leaders to change communities, and has an established record of teaching multicultural curriculum and reducing bias and prejudice;

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

I. AS TO COMMUNITY TAMPA BAY

ANYTOWN™

Community Tampa Bay's 2013 year-long ANYTOWN™ youth leadership and diversity education program will accept a minimum of fifty high school students from Pinellas County Schools. The program includes an intensive 5 day/4 night residential experience on the campus of Eckerd College and six day-long sessions of the Be Intentional Institute. The scheduled sessions include:

- 7 Habits of Highly Effective Teens
- Cross-Cultural Interactions skill building training
- Dialogue skill building training
- Three (3) Pinellas County Youth Summits led by teen leadership group FLY in partnership with Rays Baseball Foundation.

All activities occur throughout the school year and during non-school hours.

District-wide Conferences

Community Tampa Bay will facilitate (2) two countywide day-long Conferences specific to Middle and High Schools. The content will include planning for the PMAC programs within the schools, opportunities for school based activities throughout the year and resource sharing. Each countywide conference will include facilitation, materials and supplies for approximately 175 students and staff. PCS will assist with scheduling, recruitment, planning and outreach for these events.

Direct Service Support and Youth Leadership Conferences

Community Tampa Bay will provide three (3) Youth Conferences to schools by request of school liaison or administrators. Schools will request conferences, pricing and support individually by contacting CTB directly or the PMAC Coordinator in the K-12 Social Studies Department. The delivery design will be developed with committees from each school, led by youth and be customized based on the needs specific to each school's climate and culture and connected with the school improvement plan. A Youth Conference includes a planning meeting with the committee and a full day Conference at the school for up to 60 students. The school committees will minimally include the principal/designee, PMAC liaison, student leaders and a Community Tampa Bay staff member.

Community Tampa Bay will develop and deliver custom programming to promote respectful and safe learning environments for Azalea Middle School. The programming and delivery design will be developed with administration and staff from each school and customized based on the needs specific to their school's climate and culture and connected with the school improvement plan and Principals Multicultural Advisory Committee. The direct service hours from Community Tampa Bay may include, but are not limited to: classroom activities, the delivery of Youth Conferences, staff development, youth and adult workshops or student workshops as requested.

Board contribution:	\$100,000
<i>Community funders:</i>	<i>\$ 37,100</i>

II. AS TO PINELLAS COUNTY SCHOOLS:

ANYTOWN™

Pinellas County Schools will recruit for ANYTOWN™ in collaboration with Community Tampa Bay. PCS will provide a minimum of one (1) Pinellas County Schools educator to attend each summer residential ANYTOWN™ session. PCS will also provide a Professional Education component for the ANYTOWN™ educators who dedicate approximately 140 hours of their personal time to the program.

District-wide Conferences

PCS will provide meeting space and transportation for the two countywide day-long Conferences. PCS will also provide TDE's (Temporary Duty Elsewhere) days and payment for liaisons attending the Conferences.

Informing students, staff and administrators

PCS shall make information regarding its partnership with Community Tampa Bay available on the official website of the school system.

Payment for services provided

Upon signing this Agreement, or shortly thereafter, the School Board of Pinellas County shall pay to Community Tampa Bay the sum of **\$100,000.**

III. MUTUAL AGREEMENT:

The parties hereto mutually agree as follows:

1. The term of this agreement is from July 1, 2013 to June 30, 2014.
2. Both parties will publicly acknowledge the events and make reasonable efforts to enhance the publicity, visibility and positive image of both organizations.
3. This Agreement may only be modified or amended by mutual consent of the parties. Such amendment must be reduced to writing and signed by both parties.
4. The parties agree to comply with all conditions of the Civil Rights Act of 1964 and its subsequent amendments in the performance of this Agreement.
5. This agreement shall be construed in accordance with the laws of the State of Florida.
6. If any term, provision, covenant, or condition of this Agreement is held by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
7. Any waiver of the terms and conditions of this Agreement may be made by either party with oral notice to the other. However, for any waiver to be binding, it must be reduced to writing and signed by both parties within ten (10) business days of oral notice. No waiver of the terms of the Agreement or failure by either party to this Agreement to exercise any option, right or privilege on any occasion or through the course of dealing, shall be construed to be a waiver of any subsequent breach or any option, right or privilege on any subsequent occasion.
8. This constitutes the entire agreement of the parties. Any prior oral or written representations not incorporated herein are not valid or enforceable.
9. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and together shall constitute the executed Agreement.
10. This Agreement and the rights and obligations of the parties under this Agreement may not be assigned.
11. In no event shall either party be liable for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the control and circumstances not resulting from the fault or negligence of the party claiming excusable delay

13. Community Tampa Bay hereby acknowledges and agrees to abide by the Florida Jessica Lunsford Act and obtain, at its own cost, necessary clearance of all employees, agents, and subcontractors who (1) have access to school grounds when students are present, (2) have direct contact with students, on or off school grounds, or (3) have access to or control of school funds. Further information can be obtained at www.pinellas.k12.fl.us by linking to "Jessica Lunsford Act."

IN WITNESS WHEREOF:

For
COMMUNITY TAMPA BAY, INC.

Stacie Blake
Executive Director

Lance Lansrud
Chair of Board of Directors

For
SCHOOL BOARD OF PINELLAS COUNTY

School Board Chair

Date

Superintendent

Date

Approved as to form:


School Board Attorney