

**AGREEMENT
By and Between**

**THE JUVENILE WELFARE BOARD OF PINELLAS COUNTY
And
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**

Contract for Data Deliverables

This agreement is made this first day of October 1, 2015, by and between the Juvenile Welfare Board of Pinellas County (“JWB”) and the School Board of Pinellas County, Florida (“PCSB”), hereinafter sometimes referred to jointly as “Parties”. For and in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JWB and PCSB represent and agree to the terms and deliverables in this Agreement.

I. PURPOSE

JWB and PCSB enter into this mutual Agreement, including all attachments referred to herein, for the period commencing October 1, 2015 (“Effective Date”) to September 30, 2017.

II. DELIVERABLES

PCSB agrees to execute the deliverables provided in accordance with this agreement and Attachment 1, Data Delivery Calendar 2015-2016. An amendment will be processed as needed for calendar 2016-2017.

A. Extract Individual-Level School Data for JWB Analyses:

Individual level student information containing agreed upon variables and format will be extracted from databases maintained by PCSB, and prepared for delivery to the secured SharePoint site hosted by JWB. The timing and scope of these deliveries will be in accordance to the established annual schedule (see Attachment 1).

B. Collaborate with JWB research staff:

PCSB Assessment, Accountability and Research and JWB researchers will collaborate and communicate on cross-agency projects to obtain an understanding of PCSB’s available data, variable definitions, data management systems and processes, data reporting and evaluation design.

C. Ad-Hoc Analyses & Reports:

JWB may make ad hoc requests that are not included in Attachment 1, Data Delivery Calendar. However, both Parties must mutually agree on the limit and frequency of such requests, specific needs and limitations of the data request, the labor and time demands of the request, the timeline of fulfillment and delivery, and, as needed, additional financial obligations from JWB for the ad hoc requests.

D. Communication:

The JWB Chief Operating Officer shall maintain ongoing contact with the Executive Director of PCSB Assessment, Accountability and Research, as needed, to plan and implement all deliverables described in this Agreement.

E. Other Deliverables:

Other requested deliverables not included in this Agreement shall be mutually agreed upon by JWB and PCSB Assessment, Accountability and Research, with consideration of the department's work plan, and the labor and time requirements of the request. PCSB reserves the right to decline such requests, or require JWB to provide supplemental funds in addition to the total dollar amount stated in this Agreement, if other deliverables requested exceed the limits outlined in this Agreement, and Attachment 1.

III. CONFIDENTIAL INFORMATION

This Agreement is subject to the restrictions and terms of Section 1002.22, Florida Statutes.

IV. FUNDS

JWB agrees to pay PCSB in equal quarterly payments of \$18,000 for receipt of deliverables listed in Attachment 1, Data Delivery Calendar 2015-2016. The Data Delivery Calendar will be updated for 2016/17 and equal quarterly payments of \$18,000 will be paid in 2016/17. The maximum payment will be \$72,000 annually or \$144,000 during the life of this Agreement.

V. METHOD OF PAYMENT

1. PCSB shall submit invoices for payment quarterly. Invoices shall be submitted timely and only for deliverables per this Agreement. Invoices must be accompanied by the appropriate documentation as prescribed by JWB. The final invoice must be received by JWB no later than fifteen (15) days after this Agreement expires.
2. JWB shall reimburse the PCSB for deliverables within forty-five (45) days of receipt of PCSB's proper invoice, as provided in Florida Statutes Chapter 218 Part VII.
3. To be deemed proper, all invoices must contain: (a) name and address of the PCSB; (b) invoice date; (c) an accurate description of goods and/or services delivered; (d) the correct quantity, unit price, and total cost of goods and services delivered; (e) purchase order number and any discounts, when applicable; and (f) address to which payment should be mailed.

VI. COMMENCEMENT OF PAYMENT

Unless specifically authorized by JWB, payment for services rendered under this Agreement shall not commence prior to its Effective Date. Payment will be sent to the Director, Accounting Department, Pinellas County School Board, 301 4th Street, S.W., P. O. Box 2942, Largo, Florida, 33779-2942.

VII. TERMINATION

- A. This Agreement may be terminated by either party for any reason upon no less than thirty (30) days notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- B. In addition, this Agreement may be terminated by either party for any breach by the other of the terms of this Agreement, including all attachments, upon no less than ten (10) days written notice, unless such breach is cured within said ten (10) day period. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The terminating party may, at its discretion, waive any breach by the other in writing, but such waiver shall not constitute a waiver of any future breaches, including breaches of the same type.

- C. The above provision shall not limit the right of either party to remedies at law or equity including damages. PCSB will only be compensated for services actually performed prior to the termination date and is not entitled to any payments whatsoever after the termination date.



Date

11/16/15

Dr. Marcie A. Biddleman
Executive Director
Juvenile Welfare Board of Pinellas County

Date

Chairperson
School Board of Pinellas County Florida


Attest:

Dr. Michael A. Grego
Superintendent

Approved as to form:

11/19/15

Date


David Koperski
School Board Attorney

Attendance, grade promotion and detailed disciplinary data for selected group of students (JWB to submit group of students by December 4, 2015)

Big Brothers Big Sisters- Comprehensive Mentoring Program Performance

JANUARY 2016

2nd Quarter 21st Century Table A

FEBRUARY 2016

Student demographics for the end of semester I

Data Analytics

MARCH 2016

APRIL 2016

3rd Quarter 21st Century Table A

MAY 2016

JUNE 2016

4th Quarter 21st Century Table A

JULY 2016

Demographic file for semester two

Data Analytics

End of school year demographics, grades, school attendance, and grade promotion
21st Century Table B

For objectives measurement and matched samples

- If FSA and school readiness data become available, the data will be uploaded according to the next upload date on the calendar.