

**AGREEMENT**  
**Between**  
**THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**  
**And**  
**IN TOUCH WITH COMMUNITIES AROUND THE WORLD, INC.**  
**DBA: ARTS CONSERVATORY FOR TEENS (ACT)**

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this fourteenth day July, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board") and THE ARTS CONSERVATORY FOR TEENS, 8626 Miramar Terrace Circle, Tampa, FL 33637 (hereinafter "ACT").

For and in consideration of the mutual promises, covenants and obligations contained herein, the School Board hereby retains the Contractor to undertake the activities described in Attachment A. The parties agree as follows:

1. **Term of Project:** The project period will begin August 1, 2016 and end July 31, 2017. The parties reserve the right to extend this Agreement for a specified period of time by written amendment signed by both parties.
2. **Scope of Work:** The scope of work is described in Attachment A.
3. **Compensation:** The School Board agrees to pay the Contractor \$135,000.00 for full and satisfactory performance of services under this Agreement. The following terms shall govern payments:
  - a) Payments will be made as outline in Attachment A.
  - b) Contractor will submit invoices within 10 days following the close of each month containing the original signature of an authorized official of the Contractor.
  - c) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
  - d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
  - e) All invoices, and deliverables, must be approved in writing by the School Board's Project Contact and the Director of Special Projects prior to payment by the School Board.
  - f) The School Board will issue payment within 10 days of receiving an invoice and all supporting documentation.
4. **Independent Contractors:** By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.
5. **Non-Discrimination:** Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure

each other that neither will discriminate against any employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.

6. **Retention of Records:** The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.
7. **Termination:**
  - A. **Without Cause:** Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party. The superintendent has the authority to issue such notice of termination on behalf of the School Board.
  - B. **With Cause:** The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
  - C. **Amount Payable Upon Termination:** In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Contractor.
8. **Intellectual Properties:** The work products produced under this Agreement shall become the sole and exclusive property of the School Board. The Contractor hereby surrenders any and all claims of any kind, type or nature to patent rights or intellectual properties with respect to any discovery or invention or data developed under this Agreement.
9. **Access to Records:** The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.
10. **Liability:** (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.

(Note: This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The Board and Contractor 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 Board and Contractor. Nothing herein shall be construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.

11. **Reporting requirements:** The School Board may require annual reporting of expenditures and program activities paid for with program funds.
12. **Energy Policy and Conservation Act:** The Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub.L. 94-163, 89 Stat. 871.
13. **Jessica Lunsford Act:** The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see section 1012.465, Florida Statutes), and/or other Florida laws relating to background screening, to the extent those laws are applicable. Contractor may find further information about the Jessica Lunsford Act and its possible applicability on the School Board's website at [www.pcsb.org](http://www.pcsb.org).
14. Contractor agrees that, subject to the requirements of Chapter 119, Florida Statutes, all data collected in the evaluation of instructional personnel and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirements of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without prior consent of the Board, disclose any findings or analysis derived from non-public information to anyone not a party to this Agreement. Upon termination of the Agreement, Contractor shall, at the election of the Board, either destroy or return to the Board all such information in its possession, if any, and confirm the same in writing to the Board.
15. Pursuant to the terms of this Agreement, Contractor is receiving from the Board personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. Contractor acknowledges and agrees that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any party without the prior written consent of the Board. Contractor shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the Board in writing. Upon termination of the Agreement, Contractor shall, at the election of the Board, either destroy or return to the Board all such information in its possession, if any, and confirm the same in writing to the Board.
16. Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, Contractor and its officers, employees, agents, representatives, contractors and sub-contractors shall indemnify and hold the Board and its officers and employees harmless for any violation of these confidentiality covenants, including but not limited to defending the Board and its officers and employees

against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Board, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the Board arising out of the breach of this covenant by Contractor or an officer, employee, agent, representative, contractor or sub-contractor of Contractor shall either intentionally or negligently violate the provisions of this covenant or applicable law. This provision shall survive the termination of or completion of all performance or obligation under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

17. **Contact Persons:** The Board and the Contractor designate the following persons to direct this project:

**Contractor Contact:** Alexander Harris, CEO

Mailing Address:

P.O. Box 35424

St. Petersburg FL 33705

**Board Project:** Program Manager (or other appropriate title)

**Board Administrative Contact:** Lori Matway, Associate Superintendent  
Student & Community Services

Mailing Address:

P.O. Box 2942

Largo, FL 33779-2942

18. **Prohibition of Lobbying:** The funds provided under this Agreement may not be expended for the purpose of lobbying.
19. **Notices:** Any notice required under this Agreement shall be sent to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
20. **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.
21. **Public Records Law:** Statute §119.0701 requires that the Contractor comply with Florida's public record laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:
- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - B. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law.

**C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.**

**D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to PCSB in a format that is compatible with the information technology systems of PCSB.**

**The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to PCSB.**

- 22. 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.**
- 23. 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.**
- 24. Entire Agreement; Modifications: This Agreement 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.**

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

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: \_\_\_\_\_  
Peggy O'Shea  
Chairperson

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Michael A. Grego, Ed.D., Superintendent

Date: \_\_\_\_\_

Witness:

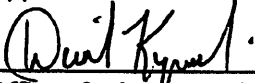
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IN TOUCH WITH COMMUNITIES AROUND THE WORLD, INC.

By: \_\_\_\_\_  
Alexander Harris, CEO

Date: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Office of School Board Attorney