

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
Learning Sciences International

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 23rd day of August, 2016, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board") and Learning Sciences International (hereinafter "Contractor").

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 September 12, 2016 and end February 9, 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 \$ 122,500.00 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding of the Centers for Excellence grant by the federal government. The following terms shall govern payments:
 - a) Payments will be made in quarterly installments.
 - b) Contractor will submit quarterly invoices within 30 days following the close of each quarter 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 15 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.
 - 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.
14. **Contact Persons:** The Board and the Contractor designate the following persons to direct this project:

Contractor Contact: Anna Hersberger, Sr. Project Manager, Enterprise Solutions

Mailing Address:
175 Cornell Road, Suite 18
Blairsville, PA 15717

Board Project Contact: Lou Cerreta, Director, Professional Development

Mailing Address:
301 4th Street SW
Largo, FL 33770

Board Administrative Contact: Mary R. Conage, Ed.D., Director, Special Projects Office

Mailing Address:
P.O. Box 2942
Largo, FL 33779-2942

15. **Prohibition of Lobbying:** The funds provided under this Agreement may not be expended for the purpose of lobbying.
16. **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.
17. **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.

18. **Public Records:** Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records 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 required by the School Board to perform the service.
 - b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
 - d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 - e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
 - f. 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 the School Board and may also result in penalties under Section 119.10, Florida Statutes.
 - g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, HOLLY MANNING, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, manningh@pcsb.org.
19. **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.
20. **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.
21. **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.

22. **Confidentially:** 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.

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.

Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, Contractor and its officers, employees, agents, representatives, contractors and subcontractors 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 costs, damages, judgments or losses 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 subcontractor of Contractor to the extent and only to the extent that 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 obligations under this Agreement and shall be fully binding upon the Contractor until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

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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:

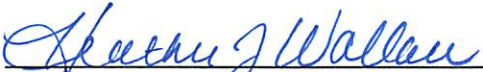
LEARNING SCIENCES INTERNATIONAL

By: _____

Anna Hersberger, Sr. Project Manager, Enterprise Solutions

Date: _____

Approved as to Form:



Office of School Board Attorney

PROJECT REFERENCE: E990- Centers for Excellence Grant

FUNDING SOURCE: Centers for Excellence Grant

PINELLAS COUNTY SCHOOLS

CENTERS OF EXCELLENCE SPC

ELEMENTARY
TEACHER
PREPARATION

Pinellas County Schools

ATTACHMENT A

July 2016



 Learning Sciences International
LEARNING AND PERFORMANCE MANAGEMENT

Pinellas County Schools
301 4th Street SW
Largo, FL 33779

July 8, 2016

RE: Attachment - Marzano Custom Session for Coaching and Feedback

In accordance with discussions with Pinellas County Schools, Learning Sciences International, LLC offers the following Cost Proposal for the services described within the above mentioned proposal, including: Strategic Coaching, Monitor For Learning, Formative Assessment, Facilitating Complex Tasks.

For any questions or clarification, please contact Anna Hershberger or Brandi Campisano of Learning Sciences International. Their contact information is as follows:

Anna Hershberger
SENIOR STAFF DEVELOPER/PROJECT DIRECTOR

Tel: 724-299-8133
ahershberger@learningsciences.com

BRANDI CAMPISANO
PROPOSAL MANAGER

Tel: 724-459-2100 x 122
bcampisano@learningsciences.com

Pinellas County Schools | LSI Agreement

Attachment A- Cost Proposal

QTY	PRODUCT	CODE	DESCRIPTION	UNIT PRICE	DISC (%)	TOTAL PRICE
4.00	PDS Marzano Custom Session - Teacher Evaluation - Full	PD000-99M-TE-Full	Strategic Coaching 1 - Full Days (9/12/16, 10/17/16, 1/9/17, 2/6/17)	USD 4,500.00		USD 18,000.00
4.00	PDS Marzano Custom Session - Teacher Evaluation - Full	PD000-99M-TE-Full	Strategic Coaching 2 - Full Days (9/13/16, 10/18/16, 1/10/17, 2/7/17)	USD 4,500.00		USD 18,000.00
4.00	PDS Marzano Custom Session - Teacher Evaluation - Full	PD000-99M-TE-Full	Monitor For Learning-Full Days (9/14/16, 11/9/16, 1/11/17, 2/8/17)	USD 4,500.00		USD 18,000.00
6.00	PDS Marzano Custom Session - Teacher Evaluation - Half	PD000-99M-TE-Half	Monitoring for Learning- Half Days (9/12/16, 9/13/16, 11/7/16, 11/8/16, 2/6/17, 2/7/17)	USD 2,750.00		USD 16,500.00
4.00	PDS Marzano Custom Session - Teacher Evaluation - Full	PD000-99M-TE-Full	Formative Assessment- Full Days (10/19/16, 11/7/16, 11/8/16, 1/12/17)	USD 4,500.00		USD 18,000.00
2.00	PDS Marzano Custom Session - Teacher Evaluation - Half	PD000-99M-TE-Half	Formative Assessment- Half Day (1/9/17, 1/10/17)	USD 2,750.00		USD 5,500.00

QTY	PRODUCT	CODE	DESCRIPTION	UNIT PRICE	DISC (%)	TOTAL PRICE
4.00	PDS Marzano Custom Session - Teacher Evaluation - Full	PD000-99M-TE-Full	Facilitating Complex Tasks- Full Days (9/15/16, 10/20/16, 11/10/16, 2/9/17)	USD 4,500.00		USD 18,000.00
2.00	PDS Marzano Custom Session - Teacher Evaluation - Half	PD000-99M-TE-Half	Facilitating Complex Tasks- Half Days (10/17/16, 10/18/16)	USD 2,750.00		USD 5,500.00
3.00	PDS Marzano Custom Session Materials	PD000-99M-W	Includes: Strategic Coaching 1, Strategic Coaching 2, and Formative Assessment.	USD 1,000.00		USD 3,000.00
1.00	Monitoring for Learning - Reproduction License for Materials	PD000-LSI-026-WR	Reproduction License for Monitoring for Learning. This reproduction license grants the district permission to reprint materials specific to the Monitoring for Learning training which includes a .pdf version of the PowerPoint handout. This license does not include access to the actual PowerPoint files or videos that are used during the training. District will print materials for all participants. 30 day exp.	USD 1,000.00		USD 1,000.00
1.00	Facilitating Complex Learning - Reproduction License for Materials	PD000-MEAR-003-WR	Reproduction License for Facilitating Complex Learning. This reproduction license grants the district permission to reprint materials specific to the Facilitating Complex Learning training which includes a .pdf version of the PowerPoint handout. This license does not include access to the actual PowerPoint files or videos that are used during the training. District will print materials for all participants. 30 day exp.	USD 1,000.00		USD 1,000.00
SUBTOTAL:						USD 122,500.00
TOTAL:						USD 122,500.00

Notes:

Learning Sciences International Terms & Conditions

Customer Acknowledgment

Customer acknowledges agreement with these Terms & Conditions of Sale by placement of an order to purchase products or services from Learning Sciences International, LLC.

Prices

Prices quoted are good for 30 days from the date of proposal or quote, unless otherwise stated in writing. All prices stated in USD unless otherwise noted.

Payment

Purchase order or payment is required prior to order fulfillment. Make checks payable in USD to "Learning Sciences International" and submit to 175 Cornell Road, Suite 18, Blairsville, PA 15717.

Purchase Orders

Please reference quote number (shown above) on all purchase orders. Purchase orders should be sent to Learning Sciences International, 175 Cornell Road, Suite 18, Blairsville, PA 15717 or faxed to (724) 299-8133 or emailed to: AccountsReceivable@learningsciences.com

Terms

Standard payment terms are net 30 from date of invoice. Seller reserves the right to charge interest at the rate of 0.5% per month on past due balances. Seller also reserves the right to submit invoices greater than 90 days past due to a third party agency for collection.

Scheduling

On-site training and professional development sessions requires 30 days advance notice. Purchase order or payment must be received before training dates can be reserved. Trainings scheduled at the Customer's request with less than 30 days advance notice are subject to availability and a \$500 expediting fee.

All training sessions must be scheduled no later than 12 months following receipt of purchase order.

Cancellation

On-site training and professional development sessions may be rescheduled prior to 30 days in advance without penalty. Districts who cancel / reschedule within the 30 day window will be charged a \$500 fee + travel expenses incurred (including cancellation and airline booking fees.)

Shipping and Handling

Shipping and Handling for print materials shown at standard ground rates. Please allow 7-10 business days for order processing and delivery. Expedited or overnight shipping available for some items. Additional fees may apply.

LSI will fulfill your order based on the quantity of materials shown on your purchase order. Should you request additional copies of materials, you will be invoiced for the materials plus shipping and handling. Expedited or overnight shipping may apply.

Sales, Use, Value Add and other Taxes

Customers exempt from sales taxes must provide a copy of their current exemption certificate, if applicable. LSI reserves the right to charge sales, use, and/or value added tax in addition to quoted product prices as required by taxing authorities, if applicable. Actual sales tax billed will be based on Seller's sales tax collection requirements and Customer's current jurisdiction rates in effect on the date of invoice.

Materials Reprint Licenses

Professional development sessions and related materials are revised periodically to reflect most current research and provide the best possible experience for the learners. Updates to materials covered under reprint licenses will be provided free of charge upon request during the terms of the license. Customers are advised to print only sufficient quantities to cover their immediate training needs.

Recording of Presentations

All audio and video recording is prohibited without written consent from Learning Sciences International, LLC.

iObservation Terms of Use

iObservation terms of use can be found at www.effectiveeducators.com.

Signature: _____

Effective Date: _____ / _____ / _____

Name (Print): _____

Title: _____

Please sign and return with Purchase Order.

THANK YOU FOR YOUR BUSINESS!