

SUBAWARD AGREEMENT
SUBAGREEMENT #: ORSP –12041-17-PCS

By and Between:

**PINELLAS COUNTY
SCHOOLS**
301 4th Street SW
Largo, FL 33770

and

**FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES**
10501 FGCU Blvd South
Fort Myers, FL 33965-6565

This SUBAWARD AGREEMENT (AGREEMENT) is entered into by FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, hereinafter referred to as “PRIME AWARDEE” and **PINELLAS COUNTY SCHOOLS**, a public body corporate of the State of Florida, hereinafter referred to as “SUBAWARDEE,” for support to the grant entitled *State Personnel Development Grant*.

WHEREAS, the PRIME AWARDEE is in need of collaboration with SUBAWARDEE to provide professional development targeting improved outcomes for students with disabilities; and

WHEREAS, the SUBAWARDEE has considerable experience in providing such services; and

WHEREAS, The PRIME AWARDEE is desirous of establishing an agreement for the provision of said services with the SUBAWARDEE.

NOW THEREFORE, for consideration of the mutual promises, covenants, and obligations contained herein, the PRIME AWARDEE retains the SUBAWARDEE to undertake certain activities described in **Attachment 1** in connection with the award to the PRIME AWARDEE by the **Florida Department of Education**, (SPONSOR), Award # **361-1703A-4C001**. The parties hereto agree as follows:

I. TERMS:

SUBAWARDEE shall commence performance of the conditions of this AGREEMENT on the 1st Day of October, 2016 and shall complete performance of this AGREEMENT to the satisfaction of PRIME AWARDEE no later than the **31st day of July 2017**. This AGREEMENT may be amended upon PRIME AWARDEE’S receipt of additional funding by SPONSOR.

II. PERFORMANCE:

SUBAWARDEE agrees to perform all services and furnish all labor at their risk, assuming full responsibility for completion of the services and providing the deliverables required for the not-to-exceed amount stated in Section III. Unless it is detailed and stated below, no compensation will be provided for additional reimbursable expenses. SUBAWARDEE agrees to provide services to the PRIME AWARDEE as specified in the Deliverables, attached hereto as Attachment 1A and 1B and incorporated by reference herein, and as included in the prime award from SPONSOR. SUBAWARDEE agrees to promptly notify PRIME AWARDEE if SUBAWARDEE wishes to change the Scope of Work as described in Attachment 1A and 1B.

Without invalidating this Agreement, PRIME AWARDEE may order changes in the services to be performed within the general scope of this Agreement consisting of additions, deletions, or other revisions, provided that the AGREEMENT price and time shall be adjusted accordingly. All such changes in the services, agreement price and performance periods shall be authorized by a written Addendum to this AGREEMENT, executed by both parties hereto and shall be executed under the applicable conditions of the Agreement.

III. PAYMENT:

This is a **cost-reimbursable** AGREEMENT for **\$158,575**. Carryover of unexpended balances into future budget periods is not allowed. PRIME AWARDEE's obligation to pay under this AGREEMENT is contingent upon the obligation of funds by the SPONSOR. Payment shall be made in accordance with UNIVERSITY Rule Prompt Payment to Vendor, which provides for payment to vendor within forty (40) days after receipt of an acceptable invoice and receipt, inspection, and approval of the services provided in accordance with the terms and conditions of this AGREEMENT.

Invoices are to be submitted to PRIME AWARDEE in accordance with the instructions provided on Attachment 2, Sample Invoice.

IV. TRAVEL AND REIMBURSABLE EXPENSES:

Will there be additional travel related, supply, or service related reimbursements? Yes No
If yes, please detail these expenses below:

V. ACCOUNTING:

SUBAWARDEE and PRIME AWARDEE shall keep and maintain accurate records as to performance of all services required pursuant to this AGREEMENT, and of all transactions relating to this AGREEMENT.

VI. INSURANCE:

SUBAWARDEE shall, at its own expense, obtain and maintain at all times during the term of this AGREEMENT, general insurance issued by a responsible insurance company, with coverage limits of not less than one hundred thousand dollars (\$100,000.00) per occurrence to cover such claims or liability caused by, or arising out of, activities of SUBAWARDEE and its agents, and/or employees while engaged in the performance of this AGREEMENT. SUBAWARDEE shall furnish certificates of insurance, evidencing that such insurance has been procured. This clause is not applicable to State of Florida agencies and divisions that have liability responsibilities specified in Florida Statute Section 768.28.

VII. INDEMNIFICATION AND HOLD HARMLESS:

To the extent allowable by law, SUBAWARDEE agrees to indemnify and hold harmless UNIVERSITY, its governing board, officers, employees, and agents against all costs, losses, damages,

liability, claims, expenses, damages, demands, fees, fines, penalties, suits, proceedings, actions and costs of actions, which may arise as a result of the negligent acts of SUBAWARDEE's officers, employees and agents alleged to have occurred during the performance of the services required under this contract. Notwithstanding, SUBAWARDEE assumes no liability beyond that allowed by Florida Statutes Section 768.28.

VIII. TERMINATION

This AGREEMENT may be canceled by the PRIME AWARDEE without prior notice for refusal by the SUBAWARDEE to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the SUBAWARDEE in conjunction with this AGREEMENT.

This AGREEMENT may be canceled by either party upon no less than thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested; by commercial carrier with signature required; or in person with proof of delivery. In case of cancellation, only the percent of satisfactory progress actually achieved (as defined in Attachment 2) to the date of cancellation will be due and payable to the SUBAWARDEE.

IX. DEFAULT:

The failure of either party to this AGREEMENT to comply with any of the provisions herein shall place that party in default. Prior to terminating this AGREEMENT, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. The defaulting party shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default. In the event said default is not timely cured, the non-defaulting party may immediately terminate this AGREEMENT by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance.

X. ADDITIONAL TERMS AND CONDITIONS

Additional Terms and Conditions specific to this AGREEMENT are found in the Attachments to this AGREEMENT.

XI. GOVERNING LAWS:

This AGREEMENT is subject to the laws of the State of Florida, the applicable regulations of the Board of Trustees, and any provisions herein, in conflict therewith, shall be void and of no effect.

XII. SEVERABILITY:

In the event any provision of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

XIII. INDEPENDENT SUBAWARDEE:

It is understood and agreed that nothing contained herein is intended or should be construed as in any way making SUBAWARDEE the agent, representative or employee of PRIME AWARDEE for any purposes in any manner whatsoever. Moreover, SUBAWARDEE is not entitled to any of the benefits received by PRIME AWARDEE, its agents, representatives or employees. SUBAWARDEE is, and shall remain an independent consultant with respect to all services performed under this AGREEMENT. SUBAWARDEE is bound by the terms and conditions of this AGREEMENT and PRIME AWARDEE expects SUBAWARDEE to hold any subconsultant to the same standard.

XIV. GOVERNMENT REGULATIONS:

To the extent applicable, SUBAWARDEE agrees that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- E. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- F. Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor, which prohibit discrimination in government employment on the basis of race, creed, color or national origin.
- G. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 219 et seq. covering rehabilitation measures for Vietnam Veterans.
- H. Section 413.036 of the Florida Statutes, which provides for the procurement of services from a qualified nonprofit agency for the blind or for the other severely handicapped.
- I. Chapter 760, Florida Statutes, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, handicap, or marital status.

J. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes or any other applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the performance of services under this AGREEMENT

XV. ASSIGNMENT:

SUBAWARDEE shall not assign (by operation of law, change of control or otherwise) any part of this AGREEMENT without the prior written consent of PRIME AWARDEE. Additionally, SUBAWARDEE shall not employ sub-consultants without the advance written consent of PRIME AWARDEE.

XVI. FORCE MAJEURE:

No default, delay, or failure to perform on the part of SUBAWARDEE or PRIME AWARDEE shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier.

XVII. VENUE:

This AGREEMENT and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida.

XVIII. CAPTIONS:

Captions may be inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this AGREEMENT or the intent or content of any provisions contained herein.

XIX. ENTIRE AGREEMENT:

This AGREEMENT constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto. Moreover, any representations or statements heretofore made with respect to such subject matter, whether verbal or written are merged herein.

XX. PUBLIC ENTITY CRIME:

A person or vendor who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a bid to provide any goods or services, submit a bid for construction or repair of a building, submit a bid for leases of real property or be awarded or perform work as a SUBAWARDEE, supplier, or sub-SUBAWARDEE to Florida Gulf Coast University for a period of 36 months from the date of being placed on the convicted vendor list.

XXI. LOBBYING:

SUBAWARDEE is prohibited from using funds provided under this AGREEMENT for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

XXII. AUDIT REPORTS

SUBAWARDEE agrees to comply with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. SUBAWARDEE further agrees to provide PRIME AWARDEE with copies of any of the independent auditors' reports that present instances of non-compliance with federal laws and regulations, which bear directly on the performance, or administration of this AGREEMENT. In cases of such non-compliance, SUBAWARDEE will provide copies of responses to auditors' reports and a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be available for inspection by the PRIME AWARDEE or the SPONSOR during normal business hours.

SUBAWARDEE agrees to comply with the requirements of the Florida Single Audit Act (Chapter 215.97 Florida Statutes). This Act sets audit requirements for non-state entities that receive state financial assistance equal to or in excess of \$300,000 in any fiscal year. Such entities must obtain an audit by an independent auditor in accordance with auditing standards stated in the rules of the Auditor General of the State of Florida. The audit shall be conducted in accordance with the requirements of the Act and the rules of the Executive Office of the Governor, the Comptroller and the Auditor General. The Act applies to non-state entities that receive start awards directly from a state-awarding agency (FGCU) and to non-state agencies that receive state awards through another non-state entity.

SUBAWARDEE shall be responsible for payment of any and all audit exceptions that are identified by the audit agency.

XXIII. NOTICES:

All notices and all other matters pertaining to this agreement requiring delivery to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when received by the addressees at the following addresses.

FLORIDA GULF COAST UNIVERSITY

Dr. Tachung Yih
Associate Vice president for Research and
Dean of Graduate Studies
Florida Gulf Coast University
10501 FGCU Blvd South
Fort Myers, Florida 33965-6565
239-590-7020 (voice)
239-590-7024 (fax)
tcvih@fgcu.edu

PINELLAS COUNTY SCHOOLS

Tari Connell
301 Fourth Street, SW
Largo, FL 33770
Voice: (727) 588-6000
e-mail: connellt@pcsb.org

XXIV. DISCLAIMER:

This AGREEMENT is not binding upon the State of Florida or FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES until it has been signed by the President of FLORIDA GULF COAST UNIVERSITY or by a person with a specific delegation of authority to sign on the President's behalf and by a duly authorized representative of SUBAWARDEE.

XXV. RECEIPT:

SUBAWARDEE hereby acknowledges receipt of a copy of this AGREEMENT and certifies that the undersigned is authorized to execute this AGREEMENT.

SUBAWARDEE hereby certifies, to the best of its knowledge and belief, that it and its Directors and/or Principal Officers are not employed and/or affiliated with FLORIDA GULF COAST UNIVERSITY, unless a current conflict of interest form or dual compensation form is approved and on file. SUBAWARDEE agrees to promptly notify PRIME AWARDDEE if a conflict of interest arises or an established conflict of interest management plan changes.

XXVI. SUBSUBAWARDEE CERTIFICATION:

SUBAWARDEE is to return the completed Subcontractor Certification Form (Attachment 3) as an attachment to the signed AGREEMENT.

XXVII. PRIME AWARDDEE GRANT GUIDELINES:

Attachment 4 contains those portions of the prime agreement from the SPONSOR to Florida Gulf Coast University Board of Trustees that flow down to SUBAWARDEE. The PRIME AWARDDEE and SUBAWARDEE are also to comply with the procedures contained in the Florida Department of Education *Project Application and Amendment Procedures for Federal and State Programs* (Green Book) found at <http://www.fldoe.org/comptroller/gbook.asp>.

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XXVIII. ORDER OF PRECEDENCE

When the Terms and Conditions of this AGREEMENT conflict with the standard Terms and Conditions of the attached Purchase Order, the Terms and Conditions of this AGREEMENT shall take precedence.

DATED this _____ day of _____, 2016.

PINELLAS COUNTY SCHOOLS

**FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES**

By: _____
[Signature]

By:  _____
[Signature]

[Printed/Typed Name and Title of Signor]

Dr. Tachung Yih, Assoc. VP for Research
[Printed/Typed Name and Title of Signor]

Approved As To Form:



School Board Attorneys Office

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Attachment 1-A
Pinellas County Schools

Statement of Work
Florida's State Personnel Development Grant (SPDG)
Successful Graduates

Check and Connect Project
District & School Responsibilities

LEA Supervisor Responsibilities

- Represent the LEA and its interests in implementation of the site action plans with fidelity
- Facilitate funding flow from district to school personnel, ensure invoices are generated at least every 3 months and arrange for personnel to be oriented to district policies on travel, professional development and human resource requirements, as needed,
- Oversee the work of the school teams
- Participate in Check and Connect trainings
- Ensure selection of a team at each participating school site (School Site Team) to include school site administrator, general and exceptional student education representatives, student services personnel, dropout prevention personnel/graduation coach and Check and Connect lead mentor or coordinator
- Ensure appropriate school site personnel participate in Check and Connect orientations and trainings and encourage continued professional development as appropriate in subsequent years
- Ensure a clear process is communicated to participating employees on how to obtain master in-service points for Check & Connect training and share this information with SPDG personnel supporting the district and schools
- Provide clear expectations that trained personnel implement Check and Connect program
- Support the delivery of orientations to Check and Connect for families in collaboration with parent organization subcontractor and develop and implements plans to ensure parent involvement with Check and Connect efforts
- Ensure schools meet reporting deadlines and provide required data
- Provide access to district and state level student performance data and ensures the implementation of data collection activities accurately and consistently as defined in the action plan
- Meet quarterly with the Check and Connect Project Manager
- Develop a district plan for sustaining Check and Connect implementation by the middle of the second year of implementation
- Review district policies and procedures for general and exceptional education to ensure they are consistent with Check and Connect implementation
- **School Site Team Responsibilities (Include school principal or designee as a member of the team)**
- Compile and review student data related to drop out, graduation, and proficiency rates for students with IEPs
- Develop a School Site Action Plan, oversee implementation of the plan, and monitor results

- Develop a Communication Plan for sharing outcomes and process with stakeholders
- Establish student eligibility criteria for Check and Connect
- Identify Check and Connect Mentors and assign caseloads
- Ensure Mentors have time and access to eligible students and families
- Ensure Mentors have access to collect student data and assist with collection of data concerning fidelity of implementation
- Participate in in Check and Connect training (1-day Preparation and Implementation)
- Provide ongoing support to C&C Coordinator
- Meet regularly with the Check and Connect Project Manager or Facilitator to review implementation efforts, data, and adjust strategies as needed
- Conduct a quarterly review of data in conjunction with Check and Connect Project Manager or Facilitator and LEA Supervisor

Coordinator Responsibilities (typically 8 hours per month)

- Participate in C&C Preparation and Implementation Training (1 day), Mentor training (2 days) and Coordinator Orientation (1 day) in year one. Attend Coordinator Retreat (1 day) in second year of implementation.
- Serve as member of the site leadership team.
- Work as liaison with C&C Project Manager or Facilitator.
- Oversee fidelity of implementation at site. This includes: collect and review monitoring forms on a monthly basis, complete Mentor fidelity summary online each month and submit all monitoring forms by the 10th of the following month.
- Deliver support and supervision to Mentors including a monthly meeting to discuss program status and share success, and a monthly workshop to address requests from Mentors or further build skills
- Serve as point person for C&C at the school and problem solve solutions to barriers which may arise

Mentor Responsibilities (typically 45-60 minutes per week to support 1 mentee)

- Attend Check and Connect Mentor Training (2 days year 1) and annual Refresher Blasts (1 day)
- Work with the Lead Mentor/Coordinator, Check and Connect Project Manager and Institute for Community Integration, Univ. of Minn. personnel to increase personal proficiency in the delivery of Check and Connect program components (activities may include on-site or virtual coaching and modeling, or video reflection)
- Maintain a Check and Connect monitoring sheet weekly for each student on caseload
- Implement C & C according to site action plan and provide personalized interventions and targeted strategies based on check data to meet the needs of the students on the mentor's caseload.
- Complete an anonymous online survey regarding the school site administrator's demonstration of support for the initiative and a self-assessment.

Student Responsibilities

- Participate in Check and Connect program, meet with assigned Mentor and participate in daily problem solving and goal setting.
- Collect and monitor personal data as appropriate per individual

- Complete satisfaction survey

SPDG Project Manager or Facilitators

The C&C Project manager is responsible for the successful implementation of the SPDG project. This includes C&C fidelity of implementation in targeted schools/districts across the state. This individual collaborates with the Check & Connect Project Coordinator at the University of Minnesota-Institute of Community Integration (UM-ICI).

C&C Project Personnel Responsibilities

Oversee delivery of professional development based on school site Action Plans

Monitor implementation of data collection procedures and conduct monthly and/or quarterly review with appropriate personnel

Deliver technical assistance and/or problem solve with schools site teams and/or LEA supervisor to address concerns and barriers as they arise

Orientation for newly hired personnel will be supported through access to online modules wherever possible and linkage with professional development opportunities being held elsewhere in the state.