

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
Southern Regional Education Board

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 15 day of November, 2016, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board") and Southern Regional Education Board (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 October 26th, 2016 and end June 30th, 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 \$ 53,500.00 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding of the Instructional Leadership and Faculty Development 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: Randy Hutzler, 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.

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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

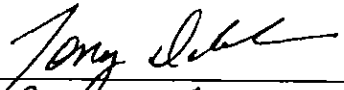
Date: _____

Attest: _____
Michael A. Grego, Ed.D. Superintendent

Date: _____

Witness:

Southern Regional Education Board



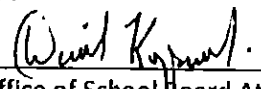
Programs & Finance Manager
School Improvement

By: 

James E. Bottoms - Senior Vice President

Date: 11/3/2016

Approved as to Form:



Office of School Board Attorney

PROJECT REFERENCE: 1591- ILFD Grant

FUNDING SOURCE: Instructional Leadership and Faculty Development Grant

SREB



Southern Regional Education Board

592 Tenth Street, NW
Atlanta, Georgia 30318-5776
Phone: 404-875-9211
Fax: 404-872-1477
www.sreb.org

MEMORANDUM OF UNDERSTANDING

SOUTHERN REGIONAL EDUCATION BOARD/Learning-Centered Leadership Program AND PINELLAS COUNTY SCHOOLS

Contract Effective Dates from October 26, 2016 to April 30, 2017

The Southern Regional Education Board's Learning-Centered Leadership Program (LCLP) will provide leadership coaching for Pinellas County Schools assistant principals pursuing their Level II certification in Florida during the fall and winter of the 2016-17 school year. SREB requires Pinellas County Schools to enter into this contract with SREB/Learning-Centered Leadership Program for certain services. SREB has committed to work with Pinellas County Schools in its efforts to raise student achievement by changing school and classroom practices through leadership development. This document constitutes the contract for services.

SREB/LCLP SERVICES

Leadership Coaching for Level II Certification Candidates During the 2016-17 School Year

Pinellas County Schools and the Southern Regional Education Board's Learning-Centered Leadership Program will partner in an initiative to support the improvement of school leadership capacity throughout the district. To this end SREB proposes to design and deliver a four-day intensive School Leadership Institute in the summer of 2016 for approximately 15-25 assistant principals pursuing their Level II certification in Florida. The ultimate purpose of this partnership is to ensure that all schools have leadership with the vision and the skills necessary to improve student achievement and college- and career-readiness.

This contract covers up to 75 job-embedded half-day coaching sessions for the participants of that training during the following 2016-17 school year.

SREB will work closely with Lou Ceretta and other key leaders in Pinellas County Schools in ensuring that this coaching aids in the development of 15-25 current assistant principals selected by PCS who will become successful principals in the future. Desired outcomes of the coaching include:

1. Aspiring principals will identify and work collaboratively in solving problems of practice, with expert external guidance and support provided to assist them in identifying and implementing solutions.
2. Aspiring principals will practice and increase their skill in using data for school improvement.
3. Aspiring principals will re-think the meaning of academic rigor in the context of schools that prepare all students for success in college and/or careers, and return to their schools with a vision for increasing rigor.
4. Aspiring principals will learn new tools and strategies for improving student literacy and mathematics skills and achievement.
5. Aspiring principals will improve their classroom observation abilities, and their ability to provide positive, actionable feedback to teachers, and increase their ability to have positive impacts on classroom instruction.

PARTNERSHIP GOALS

The purpose of such a partnership is to guide the professional development of future educational leaders, to improve school and classroom practices, and to advance student achievement. Training is rooted in educational leadership research and based on SREB's 13 *Critical Success Factors*. SREB's leadership courses, workshops and institutes integrate real-world problems to build knowledge and skills in instructional leadership.

COSTS

TOTAL AMOUNT:

1) 37.5 days of on-site coaching delivered at the schools of participants in the institute, at the rate of \$500 per half-day visit, or \$1,000 per day.

Total: \$37,500

Accounts Payable

Invoices for coaching will be submitted at the end of each month for the coaching services delivered during that month. All invoices are payable within 30 days.

45 DK JEB

The Board of Control for Southern Regional Education, d/b/a Southern Regional Education Board (SREB), as a not-for-profit educational compact, must comply with OMB Circular A-133. Please indicate with your remittance whether any of the funds are from Federal sources, including CFDA number. In the absence of any notification with remittance, SREB will assume that the funds are not subject to OMB Circular A-133, and that there is not "recipient" nor "sub recipient" relationship created hereunder.

James E. Bottoms
James E. Bottoms
SREB Senior Vice President

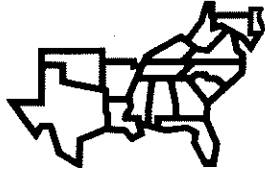
9/28/2016
Date

Name
Title
Pinellas County Schools

Date

Approved As To Form:
Wendy K...
School Board Attorneys Office

SREB



Southern Regional Education Board
592 Tenth Street, NW
Atlanta, Georgia 30318-5776
Phone: 404-875-9211
Fax: 404-872-1477
www.sreb.org

MEMORANDUM OF UNDERSTANDING

SOUTHERN REGIONAL EDUCATION BOARD/Learning-Centered Leadership Program AND PINELLAS COUNTY SCHOOLS

Contract Effective Dates from March 1, 2017 to June 30, 2017

The Southern Regional Education Board's Learning-Centered Leadership Program (LCLP) will prepare and deliver for Pinellas County Schools an institute for assistant principals pursuing their Level II certification in Florida during the days of June 26-29, 2017. SREB requires Pinellas County Schools to enter into this contract with SREB/Learning-Centered Leadership Program for certain services. SREB has committed to work with Pinellas County Schools in its efforts to raise student achievement by changing school and classroom practices through leadership development. This document constitutes the contract for services.

SREB/LCLP SERVICES

June 26-29, 2017, Summer Institute for Level II Certification Candidates

Pinellas County Schools and the Southern Regional Education Board's Learning-Centered Leadership Program will partner in an initiative to support the improvement of school leadership capacity throughout the district. To this end SREB proposes to design and deliver a four-day intensive School Leadership Institute in the summer of 2017 for approximately 15-25 assistant principals pursuing their Level II certification in Florida. Intended dates for the institute are June 26-29, 2017; *these dates may if necessary be adjusted with the agreement of both parties without materially affecting the terms of this contract.* The four-day School Leadership Institute delivered in the summer will be a part of a more cohesive system of growth and support which will begin with pre-readings and identification of problems of practice and professional learning needs assessment in spring 2017, and continue with coaching in the fall and winter of the 2017-18 school year. The ultimate purpose of this partnership is to ensure that all schools have leadership with the vision and the skills necessary to improve student achievement and college- and career-readiness.

In the summers of 2015 and 2016 SREB conducted similar Principals' Institutes in Pinellas for groups of current principals (in 2015) and assistant principals as part of their Level II certification (in 2016). The training and the coaching proposed herein will replicate in many respects these earlier trainings.

SREB will work closely with Lou Cerretta and other key leaders in Pinellas County Schools in creating a four-day School Leadership Academy that will provide a high-quality professional growth opportunity for 15-25 current assistant principals selected by PCS. Desired outcomes of the Institute include:

1. Aspiring principals will identify and work collaboratively in solving problems of practice, with expert external guidance and support provided to assist them in identifying and implementing solutions.
2. Aspiring principals will practice and increase their skill in using data for school improvement.
3. Aspiring principals will re-think the meaning of academic rigor in the context of schools that prepare all students for success in college and/or careers, and return to their schools with a vision for increasing rigor.
4. Aspiring principals will learn new tools and strategies for improving student literacy and mathematics

skills and achievement.

5. Aspiring principals will improve their classroom observation abilities, and their ability to provide positive, actionable feedback to teachers, and increase their ability to have positive impacts on classroom instruction.

The preliminary agenda for the four-day institute is shown below in Figure 1. This agenda will be expanded upon and finalized in close consultation with Pinellas County Schools.

Figure 1: Principals' Institute Agenda (Preliminary)

Day	Topics	Proposed Instructors
Monday, June 27	<i>Data-Informed School Leadership</i>	JoAnn Brown
Tuesday, June 28 (a.m.)	<i>Re-Thinking Academic Rigor for Today's Schools</i>	JoAnn Brown
Tuesday, June 28 (p.m.)	<i>Literacy and Mathematics Instruction for College and Career Readiness</i>	Jean Lee
Wednesday, June 29 (a.m.)	<i>Mathematics Instruction for College and Career Readiness</i>	Debbie Lemon
Wednesday, June 29 (p. m.) and Thursday, June 30	<i>From Teacher Observation to Teacher Growth</i>	Judy Frank

PARTNERSHIP GOALS

The purpose of such a partnership is to guide the professional development of educational leaders to improve school and classroom practices and advance student achievement. Training is rooted in educational leadership research and based on SREB's *13 Critical Success Factors*. SREB's leadership courses, workshops and institutes integrate real-world problems to build knowledge and skills in instructional leadership.

COSTS

TOTAL AMOUNT:

1) A four-day leadership institute for 15-25 participants, to be held June 26-29: \$16,000. (Pinellas County Schools will provide the training location and AV setup and support for this training).

Total: \$16,000

Accounts Payable

The institute will be invoiced immediately upon completion on June 29, 2017. (Important note: In order to comply with SREB end-of-fiscal-year accounting procedures, it is requested that Pinellas County Schools make every effort to process this invoice for payment immediately upon receipt). Invoices for coaching will be submitted at the end of each month for the coaching services delivered during that month. All invoices are payable within 30 days.

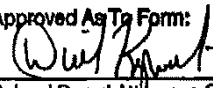
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James E. Bottoms
SREB Senior Vice President

9/28/2016
Date

Name
Title
Pinellas County Schools

Date

Approved As To Form:

School Board Attorneys Office