

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into by and between Santa County School District (hereafter "Sponsor") and The University of West Florida, for and on behalf of the University of West Florida Board of Trustees, a public body corporate (hereafter "University").

The terms of this Agreement are intended to provide the administrative framework for Sponsor and the University (the Parties) to cooperate in the performance of this project. The University shall make all reasonable efforts to perform the scope of work as outlined in Appendix A.

ARTICLE 1 – STATEMENT OF WORK

The University shall provide the necessary personnel and facilities to conduct the work of this agreement for the project titled "Early Intervention Evaluation Project – 2012-2013."

ARTICLE 2 – PERIOD OF PERFORMANCE

This Agreement shall begin July 1, 2012 and shall not extend beyond June 30, 2013 unless the period is extended by modification of this Agreement. Final deliverables will be provided to Sponsor as specified in Appendix A and as outlined in University's proposal entitled "Early Intervention Evaluation Project – 2012-2013." The Scope of Work and delivery dates may be adjusted by mutual agreement among parties due to unforeseen circumstances. University staff will be available for follow up consultation and assistance to the Sponsor regarding project deliverables through the ending date of this Agreement at no additional cost unless amount and scope of work is modified by amendment to this Agreement.

ARTICLE 3 – FINANCIAL SUPPORT

This is a fixed price Agreement in the amount of \$53,449. Numbered invoices from University shall be sent to Sponsor on in accordance with Appendix A. The invoices shall contain sufficient detail to enable the Sponsor to review and approve for payment. The financial representatives and billing addresses for each party are shown in Appendix B, List of Contact Representatives. Sponsor will provide these dedicated funds, but no other additional monies, to the University upon completion and filing of invoices (unless such funds are expended at the direction of the Sponsor and exceed the total anticipated expenses outlined in Appendix A). Payments to the University will be delivered in three installments as outlined in Appendix A within 30 days of receipt of an invoice. Payment will be made to the address of the Financial Representative in Appendix B, List of Contact Representatives.

Budgeted funds may be reallocated between expenditure categories at the discretion of the University, provided that no additional costs are incurred beyond the amount referenced here. The following information is required for compliance with University's applicable audit requirements. If the funding for this Agreement originates from a Federal prime source, the following information is required.

CFDA Number:	84.010A
Prime Agency Award Number:	570-2122A-2CB01
Name of Funding Agency:	US Department Education/Florida Department Education
Name of Funding Agency Program:	Title I Part A

ARTICLE 4 – ADMINISTRATIVE CONSIDERATION

The policies of University concerning all financial expenditures shall meet all applicable local, state and federal regulations.

ARTICLE 5 – ADMINISTRATIVE PERSONNEL

Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Agreement should be directed to the appropriate party's Administrative Contact, as shown in Appendix B. Any such changes made to this Agreement require the written approval of each party's Authorized Official, as shown in Appendix B.

ARTICLE 6 – AUDIT

All costs incurred in the performance of this Agreement will be subject to audit by the cognizant audit agency, the Sponsor's, and the University's audit requirements.

The University will permit Sponsor's auditors, other knowledgeable staff, or auditors engaged by Sponsor, whichever is appropriate, to have access to the records and financial statements as necessary to comply with OMB Circular A-133, [Subpart D, paragraph 400(d) (3)].

The University will abide by any requirements imposed on the subrecipient by Federal laws, regulations, and the provisions of the award agreement as well as any supplemental requirements imposed by Sponsor as required by OMB Circular A-133, [Subpart D, paragraph 400(d) (2)].

The University will make available upon request a copy of their latest annual audit report and management response to findings or its equivalent.

ARTICLE 7 – TERMINATION

Either party may terminate this Agreement for cause or for convenience upon thirty (30) day written notification to the other. In the event of termination, the University will be reimbursed for all costs incurred and any non-cancelable obligations properly incurred through the date of termination.

ARTICLE 8 – MODIFICATIONS

Modifications to this Agreement may be made only in writing by authorized signatories of both parties.

ARTICLE 9 – GENERAL

The terms of this Agreement shall supercede all previous correspondence, documents, or materials related to this project. No modification to the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties. This Agreement is governed according to the laws of the State of Florida and the parties stipulate that venue for any action or proceeding relating to the subject matter of this Agreement shall be in Escambia County.

ARTICLE 10 – DISCLOSURE

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event either party fails to abide by the

provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy, terminate this Agreement.

ARTICLE 11 – INTELLECTUAL PROPERTY

Inventions made solely by Sponsor faculty and staff under this Agreement will be solely owned by the Sponsor; however, University is granted a continuing irrevocable license to practice the invention. Inventions made jointly by faculty and staff of both the Sponsor and University will be owned jointly by the Sponsor and University, who agree to jointly determine patent filing and licensing responsibilities. Inventions made solely by the University's faculty and staff will be solely owned by the University. All persons who perform any part of the work under this Agreement and who may be reasonably expected to make inventions, including screening compounds or materials synthesized, must be covered by this Agreement.

The parties agree that any existing Background Intellectual Property and/or inventions and technologies of Sponsor and University existing prior to the execution of this Agreement are their separate property, respectively, and are not affected by this Agreement. Neither party shall acquire any claims to or rights in any background intellectual property and/or technologies in existence prior to the execution date of this Agreement.

As used herein, "Background Intellectual Property" means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software (both object and source code), databases and works of authorship, which were in existence, prior to the execution date of this Agreement. For the purposes of this Section, the "making" of inventions shall be governed in accordance with 35 USC Section 101 et seq.

The University reserves the right to publish articles, monographs and other scholarly publications based on this work in its chosen form. All work shall acknowledge support as "This project was supported by the Santa Rosa County School District through the University of West Florida."

Should it be necessary for either party to receive confidential information, the disclosing party agrees to state in writing at the time of delivery that such information is confidential, or if given orally, reduce to writing, clearly marked as confidential, within 30 days of the oral disclosure. The receiving party and its personnel agree to safeguard the confidential material to the same extent it safeguards its own. The parties' technical representatives are responsible for initiating a Confidential Disclosure Agreement if applicable, and forwarding it to the contractual representatives for execution (available from Office of Research).

ARTICLE 12 – ENCUMBRANCE

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by the parties without the prior written consent of the other party. However, the Agreement shall run with the parties hereto and their successors.

ARTICLE 13 – HEADINGS

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any sections.

ARTICLE 14 – SURVIVAL

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 15 – INTERPRETATION

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. Reference to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include the persons or entities succeeding to their respective functions and capacities.

- (a) If a party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other and request clarification or the interpretation of such provisions.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

ARTICLE 16 – SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

ARTICLE 17 – FURTHER DOCUMENTS

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

ARTICLE 18 – NO WAIVER

The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

ARTICLE 19 – ENTIRE AGREEMENT

This Agreement consists of the following parts:

1. Articles 1-20
2. Appendix A: Scope of Work and Compensation
3. Appendix B: Contact Representative Information
4. Appendix C: Additional Terms and Conditions

And constitutes the entire Agreement of the parties with respect to the subject matter hereof. Any other agreement, written or oral, is hereby superseded.

ARTICLE 20 – ENDORSEMENTS

IN WITNESS WHEREOF, the Santa Rosa County School District and University of West Florida, for and on behalf of the University of West Florida Board of Trustees, in pursuance of due and legal action, have executed these presents causing its name to be signed by its President or designee, the day and year first written below.

SANTA ROSA COUNTY SCHOOL DISTRICT

By: _____

Tim Wyrosdick
Superintendent of Schools

Date: _____

FID # 59-6000845

UNIVERSITY OF WEST FLORIDA

By: _____

Richard S. Podemski, Ph.D.
Associate Vice President for Research

Date: 6/15/12

FID #: 59-2976783

Approved for form and legality:

University Counsel

APPENDIX A: SCOPE OF WORK AND COMPENSATION

This is a fixed price contract in the amount not to exceed \$53,449 to cover the costs associated with the "Early Intervention Evaluation Project 2012-2013," as shown in the University's proposal below.

The following deliverable items are due pursuant to the time table identified below. The numbered invoice for each report or deliverable shall be sent concurrent with the period of performance corresponding to the deliverable on the due date shown. The Scope of Work and deliverable due dates may be amended by mutual agreement among parties.

REPORT/DELIVERABLE	DATE DUE	AMOUNT
Perform inter-rater reliability analysis for classroom observation instrument	9/30/2012	\$17,816
Formative and summative evaluation progress report #1	1/30/2013	\$17,816
Formative and summative evaluation progress report #2	6/15/2013	\$17,817
Total Contract Award		\$53,449

Santa Rosa County School District Early Intervention Project
Evaluation Proposal Summary (2012-2013)

Submitted by

Carla Thompson, Ed. D.
Director, UWF CORAL (Community Outreach Research and Learning) Center
College of Professional Studies
University of West Florida
11000 University Parkway
Pensacola, Florida 32514
cthompson1@uwf.edu
(850) 473-7327

Deliverables Summary:

The UWF CORAL Center will deliver the following products and services for the Early Reading Intervention Evaluation Project as proposed by the Santa Rosa County School District Office of Federal Programs:

1. Complete IRB application for conducting the proposed project;
2. Conduct inter-rater reliability analysis of selected external observers using the classroom observation instrument;
3. Align classroom observation instrument and teacher self-assessment instrument with research-based practices from the literature that are also conceptually aligned with the intervention models from the literature;
4. Examine and analyze pre and post self-assessment data retrieved from K-3 teachers involved in the project over the five years (2008-2009, 2009-2010, 2010-2011, 2011-2012, and 2012-2013);
5. Conduct weekly 30-minute observations using the observation assessment instrument for 20 weeks in Title I randomly selected classrooms using 3 graduate students (for Title I schools) from UWF who have completed two weeks of observation training and have been approved through inter-rater reliability efforts for the duration of the project;
6. Access raw data depicting student achievement that are matched with classrooms that are randomly selected for participation in the evaluation from sources such as FCAT, FAIR, and other designated achievement measures for the school year of 2012-2013;
7. Develop a relational database involving: (a) the teacher professional development information and self-assessment information; (b) the classroom observational data; and (c) the student achievement data (created by year and cumulative for three years);

8. Select a sample of N=50 students who are consistently enrolled from 2009 to the present (2012) and extract their specific data for performing trend analyses;
9. Perform quantitative and qualitative analyses on the relational data base for the 2012-2013 academic year and for the combined four-year period;
10. Deliver formative and summative evaluation progress reports (per semester, end of year, and end of project);
11. Deliver final evaluation report for project to district in written and power point presentation modes;
12. Assist the district in disseminating research and evaluation results to local, state, and national audiences through conference presentations and publications.

Budget Summary (2012-2013):

Proposed Budget for District Schools: N=17 schools N= 104 classrooms	
<u>Personnel:</u>	
3 Field Site GAs as Observers: 3 X \$12.50 X 20 hrs per wk X 22 weeks (11 weeks each for fall & spring) = \$16,500	
Research Associate: 1 X \$25 per hour X 20 hrs per week X 49 wks = \$24,500	
ID & Security Clearance = (5 X \$118 each for 3 observers and PI and RA) = \$590	
<u>Travel</u> for Dissemination: \$2,000	
<u>Supplies/Materials for Dissemination:</u> \$5,000	
SUBTOTAL = \$48,590	
<u>Indirect Costs :</u>	\$ 4,859
TOTAL	\$53,449

APPENDIX B: CONTACT INFORMATION

Sponsor/Contractor Contacts		University of West Florida Contacts	
Administrative Point of Contact		Administrative Point of Contact	
Name:	Joyce Kolb	Name:	Theresa Byrd
Address:	Santa Rosa County School District 5086 Canal Street Milton, FL 32570	Title:	Sr. Grants Specialist
Phone:	(850) 983-5001	Address:	Research & Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750
Fax:	(850) 983-5011	Phone:	(850) 474-2827
E-mail:	KolbJ@mail.santarosa.k12.fl.us	Fax:	(850) 474-2082
		E-mail:	tbyrd@uwf.edu
PI/PD Technical Point of Contact		PI/PD Technical Point of Contact	
Name:	Karen Barber	Name:	Carla Thompson
Title:	Director of Federal Programs	Title:	Associate Professor
Address:	Santa Rosa County School District 5086 Canal Street Milton, FL 32570	Address:	CORAL Center 11000 University Parkway Pensacola, FL 32514-5750
Phone:	(850) 983-5001	Phone:	(850) 474-7327
Fax:	(850) 983-5011	Fax:	(850) 474-2082
E-mail:	barberk@mail.santarosa.k12.fl.us	E-mail:	cthompson1@uwf.edu
Financial Point of Contact		Financial Point of Contact	
Name:	Karen Barber	Name:	Donna Frazee
Title:	Director of Federal Programs	Title:	Interim Asst Dir. Res.Accounting
Address:	Santa Rosa County School District 5086 Canal Street Milton, FL 32570	Address:	Research & Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750
Phone:	(850) 983-5001	Phone:	(850) 474-3040
Fax:	(850) 983-5011	Fax:	(850) 474-7366
E-mail:	barberk@mail.santarosa.k12.fl.us	E-mail:	dfrazee@uwf.edu
Authorized Official		Authorized Official	
Name:	Tim Wyrosdick	Name:	Richard S. Podemski, Ph.D
Title:	Superintendent of Schools	Title:	Assoc. Vice President, Research
Address:	Santa Rosa County School District 5086 Canal Street Milton, FL 32570	Address:	Research & Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750
Phone:	(850) 983-5001	Phone:	(850) 474-2824
Fax:	(850) 983-5011	Fax:	(850) 474-2082
E-mail:	WyrosdickT@mail.santarosa.k12.fl.us	E-mail:	rpodemski@uwf.edu

APPENDIX C: ADDITIONAL TERMS AND CONDITIONS

FORCE MAJEURE University shall not be responsible for its failure to perform any terms or conditions herein when failure to perform is due to causes beyond University's reasonable control including, but not limited to: strikes; lockouts; actions or inactions of governmental authorities; epidemics; acts of war or terrorism; embargoes; fire; earthquake; hurricane; windstorm; tornados, acts of God or default of common carrier.

REASONABLE BASIS If this contract provides that either party has the ability to make a sole judgment or determination or may act upon its option, it shall only make such a determination, judgment, or exercise an option when such action has a reasonable basis. Upon the request the party which made the judgment, determination or optional actions shall notify the requesting party of its decision in writing and the basis therefor.

SEVERABILITY In the event any provision of this contract shall be held invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the contract goes to the whole of the contract, the contract is unenforceable.

NONDISCRIMINATION The nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the Implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38 U.S.C. 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 U.S.C. 12101, and the University's policy relative to sexual harassment, are incorporated into this Agreement by reference as if fully set forth herein.

TAXES, FEES AND PERMITS The University is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes.

PUBLIC RECORDS Sponsor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement, except as exempted in Section 1004.22 Florida Statutes, in connection with sponsored research projects. Refusal by Sponsor to allow such public access shall be grounds for unilateral cancellation of this Agreement by the University.

TRAVEL EXPENSES Where applicable, University agrees to submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes or University Policy, as applicable.

EQUIPMENT Unless otherwise provided in the foregoing sections of this Agreement, title and ownership of any equipment purchased by the University in the course of completion of this sponsored project will remain with the University (as an entity of the State of Florida) upon termination.

AUDIT University shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper preaudit and postaudit thereof.

FUNDING AVAILABILITY Obligations of University under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the legislature of the State of Florida or provided as part of a sponsored research project. In the event of early termination, the University will be reimbursed for all expenditures or non-cancelable obligations properly incurred through date of termination as stipulated in Article 7.

RENEWAL Unless otherwise provided in this Agreement, this Agreement may be renewed by an authorized purchase order or amendment from the Sponsor. In any event, this renewal shall be contingent upon the continued need for the service and the availability of funds for this service.

ASSIGNMENT Under no circumstances shall the Sponsor assign to a third party any right or obligation of Sponsor pursuant to this contract without the prior written consent of the University.

CONFLICT OF INTEREST Acceptance of this agreement constitutes the assurance of Sponsor that it has an institutional conflict of interest policy which meets federal requirements for receipt of funds. Sponsor shall notify University of all changes of employment of key grant personnel upon learning of such change. Additionally, Sponsor shall, upon learning such information, disclose to University if any grant personnel are employed or have an interest in or hold office in any other entity which might constitute a conflict of interest with this project.

LIMITATION OF LIABILITY In the performance of professional services, the University shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities, having due regard for acceptable standards. No other warranties, expressed or implied, are made.

In no event shall University or its employees be liable (in contract or in tort, including negligence, or otherwise) to the Sponsor for indirect, incidental or consequential damages, resulting from or related to this Contract. Further, University shall not be liable for use by the Sponsor of any plans, documents, studies, or other data for any purpose other than intended by the terms of this Contract. In no event shall University's liability to Sponsor for any reason exceed the dollar amount of this Contract.

The parties to this agreement recognize and acknowledge that University of West Florida is a constituent institution of the State University System of Florida (the "State") and an instrumentality of the State. Nothing contained herein shall be construed or interpreted as: i) denying the University or other state entity any remedy or defense available under the laws of the State; ii) the consent of the University to be sued; iii) a waiver of sovereign immunity of the University or other state entity beyond the waiver provided in Florida Statute § 768.28.

INSURANCE University will maintain, at its own cost and expense, at all times while this Agreement is in effect, general liability insurance to the extent, and in such amounts as, provided under the State of Florida Risk Management Trust Fund. University will also maintain at its own expense or from the quoted fringe/payroll tax rates, workers' compensation insurance as required by law. University will furnish evidence of such insurance upon request. Copies of certificates of coverage are available on request from the Research & Sponsored Programs office contractual contact representative.

GOVERNING LAWS/VENUE This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. University and Sponsor hereby agree that venue shall lie in the First Judicial Circuit Court of Florida.

INTELLECTUAL PROPERTY If any discovery or invention arises or is developed in the course of the work or services performed under this Agreement, it shall be the sole and exclusive property of the University, unless otherwise stipulated in Article 11.

AUTHORITY Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation of such party.