

Contract for Services Agreement ("Contract")				
SANTA ROSA COUNTY SCHOOL DISTRICT ("SPONSOR")		UNIVERSITY OF WEST FLORIDA Acting for and on behalf of The University of West Florida Board of Trustees, a public body corporate ("UNIVERSITY")		
6032 Hwy. 90 Milton, FL 32570		Research and Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750		
TEIN: 59-6000845	DUNS	TEIN: 59-2976783	DUNS 053000709	
Does funding originate from a Federal prime source? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, complete following				
Original Source of Funds: <u>US Department of Education</u> Project or Funding Reference Number/Prime Award: <u>TBA</u>				
Name of Flow-Through Agency: <u>FL Department of Education</u> CFDA Number: <u>84.010A</u> Name of Federal Program: <u>Title I</u>				
Contract Period of Performance: FROM: 07/01/2019 TO: 06/30/2020		Amount Funded \$93,199	Matching Fund s \$0	Total \$93,199
Project Title: Evaluation of Science, Technology, Engineering, Art and Mathematics ("STEAM") Initiative - Title I Schools 2019-2020				
Reporting Requirements: See Attachment 1				
Terms and Conditions				
<p>(1) SPONSOR hereby awards a <input type="checkbox"/> cost reimbursable <input checked="" type="checkbox"/> firm fixed price <input type="checkbox"/> firm fixed rate contract for services to the University, as described above. The statement of work and schedule of compensation are as specified in the Scope of Work and Deliverables Schedule in Attachment 1.</p> <p>(2) SPONSOR shall pay UNIVERSITY as shown in the payment schedule in Attachment 1. All invoices shall be submitted in form and detail sufficient for proper pre- and post-audit of expenditures using UNIVERSITY's standard invoice. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Point of Contact, as shown in Attachment 2. Payment for invoices is due upon receipt and shall be considered past due after 30 days. Past due invoices shall bear interest at the statutory rate applicable to State agencies.</p> <p>(3) A final statement of costs incurred, marked "FINAL", will be submitted to SPONSOR's Financial Point of Contact thirty (30) days after project end date or as shown in Attachment 1. The final statement of costs shall constitute UNIVERSITY's final financial report.</p> <p>(4) Matters concerning the technical performance of this contract should be directed to the appropriate party's Program/Technical Point of Contact, as shown in Attachment 2.</p> <p>(5) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Contract should be directed to the appropriate party's Administrative Contact, as shown in Attachment 2. Any such changes made to this Contract require the written approval of each party's Authorized Official, as shown in Attachment 2.</p> <p>(6) The Project Budget is set forth in Attachment 1. Funds may be allocated between expenditure categories at the discretion of the University, provided that no additional costs are incurred beyond the amount referenced above. This paragraph is inapplicable to fixed price or fixed rate contracts.</p> <p>(7) Either party may terminate this Contract with thirty (30) days written notice to the appropriate party's Administrative Point of Contact, as shown in Attachment 2. In the event of termination, SPONSOR shall pay UNIVERSITY for work performed to the date of termination and all allowable, non-cancellable obligations.</p> <p>(8) Changes to Period of Performance, including no-cost extensions require the approval of the SPONSOR.</p> <p>(9) This Contract is comprised of this document and the Attachments 1-3 attached hereto, which are made a part hereof by reference.</p> <p>By signing below authorized representatives have executed this Contract to be effective for the Period of Performance shown above.</p>				
SANTA ROSA COUNTY SCHOOL DISTRICT		UNIVERSITY OF WEST FLORIDA, For and on behalf of its Board of Trustees:		
<div style="border-bottom: 1px solid black; width: 100%;"></div> <p>Tim Wyrosdick Superintendent of Schools</p>		<div style="border-bottom: 1px solid black; width: 100%;"></div> <p>Matthew Schwartz, Ph.D. Assistant Vice President Research Administration</p>		
<div style="border-bottom: 1px solid black; width: 100%;"></div> <p>Date</p>		<div style="border-bottom: 1px solid black; width: 100%;"></div> <p>06/11/2019 Date</p>		
		<p>Approved for form and legality:</p> <div style="border-bottom: 1px solid black; width: 100%;"></div> <p style="text-align: center; font-size: small;">APPROVED AS TO FORM AND LEGALITY OFFICE OF THE GENERAL COUNSEL</p> <p>University Counsel</p>		

Attachment 1
SCOPE OF WORK AND COMPENSATION

This is a firm fixed price contract in the amount not to exceed \$93,199 to cover Salaries, Expenses and other costs associated with the “Evaluation of Science, Technology, Engineering, Art, and Mathematics (STEAM) Initiative - Title I Schools 2019-2020” project, as shown on the following University proposal and/or quotation.

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.

REPORT/DELIVERABLE	DATE DUE	PAYMENT
Collect and code data from pre-assessments for administrators and teachers	October 15, 2019	\$15,533
Collect and code data from classroom observations	December 15, 2019	\$15,533
Analyze empirical data from the pre-assessments for administrators and teachers	February 15, 2020	\$15,533
Analyze empirical data from classroom observations	April 15, 2020	\$15,533
Collect and code data from mentoring assessments and post assessments for administrators and teachers	May 15, 2020	\$15,533
Analyze data from mentoring assessments and post-assessments for administrators and teachers	June 15, 2020	\$15,534
Formative and Summative Evaluation Progress Report	August 15, 2020	\$0
Data analyses and reports on Florida Student Assessment and other assessment data	August 31, 2020	\$0
Final Evaluation Report	October 25, 2020	\$0
Total Contract		\$93,199

University’s Tasks:

The University will supply personnel and resources to accomplish the Scope of Work at the price in the proposal/cost quotation as shown in the following pages.

Santa Rosa County School District *Science, Technology, Engineering, Art, and Mathematics (STEAM) Initiative*
Evaluation Proposal Summary (2015-2020)

Submitted by

Carla Thompson, Ed. D., Professor, Research & Advanced Studies
Director, UWF CORAL (Community Outreach Research and Learning) Center
College of Education and Professional Studies
University of West Florida
11000 University Parkway (77/107)
Pensacola, Florida 32514
cthompson1@uwf.edu
(850) 473-7327

Deliverables Summary:*

The UWF CORAL Center will deliver the following evaluation products and services for the *STEAM Initiative* as proposed by the Santa Rosa County School District Office of Federal Programs:

1. Complete IRB application for conducting the proposed project; (YR 1, 2, 3, 4, 5);
2. Develop and pilot test an observation instrument for the designated *STEAM* laboratory classrooms (YR 1 only);
3. Conduct inter-rater reliability analysis of selected external observers using the *STEAM* classroom observation instrument (YR 1, 2, 3, 4, 5);
4. Develop and pilot test a professional development assessment instrument for use with the pre and post assessment of administrators and teachers (YR 1 only);
5. Align classroom observation instrument and administrator/teacher assessment instruments with research-based practices from the literature that are also conceptually aligned with the *Discovery Education STEAM Initiative* professional development program that will be delivered to Santa Rosa County Schools (YR 1 only);
6. Collect and code data from pre and post assessments for administrators and teachers selected for participation in the *SR STEAM Initiative* (YR 1, 2, 3, 4, 5);
7. Collect and code data from classroom observations of designated classrooms for the *SR STEAM Initiative* (YR 1, 2, 3, 4, 5);
8. Analyze empirical data from the pre and post assessments for the administrators and teachers for the *STEAM Initiative* (YR 1, 2, 3, 4, 5);
9. Analyze empirical data from the classroom observations for the *STEAM Initiative* (YR 1, 2, 3, 4, 5);
10. Develop and pilot test a reflection instrument for assessing the job-imbedded coaching experiences designed for administrators and teachers by *Discovery Education* (YR 1 only);
11. Collect, code data, and analyze data from the reflection instrument (YR 1, 2, 3, 4, 5);
12. Conduct weekly observations using the observation assessment instrument for designated *STEAM* schools (17 Title I schools; 12 non-Title I schools; 29 schools total) (YR 1, 2, 3, 4, 5);
13. Access raw data depicting student achievement that are matched with classrooms designated as *STEAM classroom laboratories* (YR 3, 4, 5);
14. Deliver formative and summative evaluation progress reports as requested (YR 1, 2, 3, 4, 5);
15. Deliver final evaluation report for project to district in written and power point presentation modes (YR 1, 2, 3, 4, 5);
16. Principal Evaluator will complete an extensive supplemental report for the Santa Rosa County School District officials appropriate for responding to the needs/requests of the Florida Department of Education and/or representatives of the state department regarding FSA or other testing data. The Principal Evaluator will also align appropriate district data and perform appropriate data analyses and deliver reports, including reporting and presenting to audiences requested by the Santa Rosa County School District (YR 4, 5);
17. Assist the district in disseminating research and evaluation results to local, state, and national audiences through conference presentations and publications (YR 2, 3, 4, 5).

* Year Five (2019-2020) N = 17 Title I schools; 12 Non-Title I schools; Total 29 schools

Attachment 2
CONTACT REPRESENTATIVES

Sponsor Contacts		University of West Florida Contacts	
FID #59-6000845 / DUNS #		FID #59-2976783 / DUNS # 53-000709	
Administrative Point of Contact		Administrative Point of Contact	
Name:	Dr. Karen Barber	Name:	Theresa Miller
Address:	Director of Federal Programs Santa Rosa County School District 6032 Hwy. 90	Title:	Senior Grants Specialist
City ST Zip	Milton, FL 32570	Address:	Research and Sponsored Programs 11000 University Parkway
Phone:	(850) 983-5001	City ST Zip	Pensacola FL 32514-5750
Fax:	(850) 983-5011	Phone:	(850) 474-2827
E-mail:	BarberK@mail.santarosa.k12.fl.us	Fax:	(850) 474-2082
		E-mail:	tbyrd@uwf.edu
Program/Technical Point of Contact		Program/Technical Point of Contact	
Name:	Dr. Karen Barber	Name:	Dr. Carla Thompson
Title:	Director of Federal Programs	Title:	Professor/Director
Address:	Santa Rosa County School District 6032 Hwy. 90	Address:	Research & Adv. Studies/CORAL Center 11000 University Parkway
City ST Zip	Milton, FL 32570	City ST Zip	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:	Dr. Karen Barber	Name:	Donna Frazee
Title:	Director of Federal Programs	Title:	Associate Director
Address:	Santa Rosa County School District 6032 Hwy. 90	Address:	Research and Sponsored Programs 11000 University Parkway
City ST Zip	Milton, FL 32570	City ST Zip	Pensacola FL 32514-5750
Phone:	(850) 983-5001	Phone:	(850) 473-7111
Fax:	(850) 983-5011	Fax:	(850) 474-2082
E-mail:	BarberK@mail.santarosa.k12.fl.us	E-mail:	dfrazee@uwf.edu
Authorized Official		Authorized Official	
Name:	Tim Wyrosdick	Name:	Dr. Matthew Schwartz
Title:	Superintendent of Schools	Title:	Assistant Vice President
Address:	Santa Rosa County School District 6032 Hwy. 90	Address:	Research Administration 11000 University Parkway
City ST Zip	Milton, FL 32570	City ST Zip	Pensacola FL 32514-5750
Phone:	(850) 983-5001	Phone:	(850) 474-2626
Fax:	(850) 983-5011	Fax:	(850) 474-2082
E-mail:	WyrosdickT@mail.santarosa.k12.fl.us	E-mail:	mschwartz@uwf.edu

Attachment 3

ADDITIONAL TERMS AND CONDITIONS (ADDENDUM)

FORCE MAJEURE. University shall not be responsible for its failure to perform any obligations under the Contract when failure to perform is due to causes beyond University's reasonable control, determined in the University's sole discretion, including without limitation 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.

NONDISCRIMINATION. The nondiscrimination clause contained in Section 202, Executive Order 11246, and any subsequent amendments thereto, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, gender identity 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 are incorporated into this Contract by reference as if fully set forth herein.

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

AUDIT/FEDERAL REQUIREMENTS. All costs incurred in the performance of this Contract 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 2 CFR 200 Subpart F. The University will make available upon request a copy of its latest annual audit report and management response to findings or its equivalent.

The University will abide by any requirements imposed on a subrecipient by Federal laws, regulations, and the provisions of the Prime Award agreement as well as any supplemental requirements imposed by Sponsor as required by 2 CFR 200 Subpart F. However, Sponsor is responsible for providing notification of any specific flow-down provisions applicable to this project or a copy of the Prime Award as an Addendum to this Attachment.

CONFLICT OF INTEREST. Acceptance of this Contract 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.

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 Contract, except as exempted by Florida law. Refusal by Sponsor to allow such public access shall be grounds for unilateral cancellation of this Contract by the University.

INSURANCE. During the term of the Contract, University shall maintain at its sole expense general liability insurance to the extent and in such amounts as provided under the State of Florida Risk Management Trust Fund. University shall also maintain at its sole expense workers' compensation insurance as required by law. Copies of certificates of coverage are available on request from the Research & Sponsored Programs office contractual contact representative.

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, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Each party shall be liable for the negligent acts and omissions of its officers, employees, and agents acting within the scope of their employment or agency and neither party shall indemnify the other therefor. In no event shall University, its officers, employees, or agents, be liable in contract or tort to Sponsor for indirect, incidental, or consequential damages in any way relating to this Contract, including without limitation liability relating to Sponsor's use of any University plans, documents, studies, or other data for any purpose other than intended by the terms of the Contract. Without negating the foregoing, 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 and an agency or subdivision of the State within the meaning of §768.28, Florida Statutes. 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; or iii) a waiver of sovereign immunity of the University or other State entity beyond the statutory waiver provided in §768.28, Florida Statutes.

GOVERNING LAW/VENUE. This Contract is governed by the laws of the State of Florida and any provisions contained in this Contract in conflict therewith shall be void and of no effect. University and Sponsor hereby agree that any actions arising out of the Contract shall be brought exclusively in Florida and venue shall be in Escambia County, Florida.

INTELLECTUAL PROPERTY. The University reserves the ownership of all intellectual property developed as part of the compensated performance of this Contract. Sponsor is granted a royalty-free non-exclusive license to use and distribute reports furnished to Sponsor hereunder (the "Work Product") without modification. University ownership of copyrighted or other protected intellectual property shall be properly attributed. Sponsor may not grant others the right to use the Work Product or underlying information and data without prior written permission from the University.

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

INDEPENDENT CONTRACTOR STATUS. Each party is an independent contractor and nothing herein shall confer on the parties an employment, agency, partnership, joint venture, or any relationship other than an independent contractor relationship.

MISCELLANEOUS. In the event of a conflict between the terms of this Addendum and the Contract, the terms of this Addendum shall govern. If any provision of this Contract shall be held invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract represents the entire agreement between the parties as to the transactions described herein and no other oral or written representations, promises, agreements, conditions, or understandings shall bind the parties except as set forth in the Contract. The Contract may be executed by electronic or facsimile means and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The Contract may not be revised or amended except by written agreement of the parties.