

PARTICIPATION AGREEMENT
Between
UNIVERSITY OF CENTRAL FLORIDA
and
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

This Participation Agreement ("Agreement") made and entered into by and between the University of Central Florida, by and on behalf of its Board of Trustees ("UCF") having a principal place of business at 12201 Research Parkway, Suite 501, Orlando, FL 32826, and The School Board of Broward County, Florida ("District") having a principal place of business at 600 SE Third Avenue, Ft. Lauderdale, FL 33301.

The terms of this Agreement are intended to provide the administrative framework for UCF and District (individually referred to as a "Party" and collectively as the "Parties") to cooperate in the performance of the project entitled "Mathematics & Science Partnership: Florida's Next Generation Science Partnerships" ("Project").

It is understood that the activities outlined in the Scope of Work will be conducted under UCF's prime award from the Florida Department of Education ("Sponsor"). Award number 481-2353A-3CM01.

ARTICLE 1. SCOPE OF WORK

District shall have teachers participate in workshops conducted under UCF's prime award under the Project. The Districts will participate in a program called Science Understanding, Math Mentoring Integrated with Technology (SUMMIT). The purpose of the District's participation is to be prepared for the Next Generation Sunshine State Standards (NGSSS). UCF will offer a five-day science workshop to elementary teachers. The workshop will present ways of teaching science using the inquiry method and will incorporate lesson study and lesson development (also known as Lesson Study Leader Training). The teachers will then conduct two and a half days of lesson study at their designated district (also known as Lesson Study Implementation) with a one-day follow up. There will also be a two day follow up workshop for all participating teachers.

ARTICLE 2. PERIOD OF PERFORMANCE

This Agreement shall begin **October 16, 2012** and shall not extend beyond **May 31, 2013** unless the period is extended by modification of this Agreement, signed by the authorized representatives of both Parties.

ARTICLE 3. FINANCIAL SUPPORT

This Agreement is in the amount not to exceed **\$155,062.00 (One Hundred Fifty-Five Thousand and Sixty-Two dollars)**. Payments shall be made to the District in accordance to Exhibit A. Consecutively numbered invoices similar to Exhibit B shall be submitted in sufficient detail to document deliverables for Item's 1-3 in accordance with Exhibit A and for audit, if applicable, to include:

- Name of District
- Date of invoice
- Invoice number
- Reference/PO No.
- Period of performance covered by invoice
- Description of deliverables
- Current invoice amount
- Cumulative invoice amount
- Statement/certification on each invoice as to the truth and accuracy of the invoice

Submit Invoices to:

Via email: Holly Terpos: Holly.Terpos@ucf.edu
 With a cc to: Carmen Woodhall: c.woodhall@knights.ucf.edu
 James Smith: Jim.Smith@ucf.edu
 Ginny Pellam: Ginny.Pellam@ucf.edu

ARTICLE 4. SPECIAL CONDITIONS

This Agreement is subject to the Florida Department of Education's Project Application and Amendment Procedures for Federal and State Programs (GreenBook) and the General Assurances for Participation in Federal and State Programs and the Florida Statutes outlined in Exhibit D. The Project Application and Amendment Procedures for Federal and State Programs (GreenBook) can be found at <http://www.fldoe.org/comptroller/gbook.asp>.

ARTICLE 5. KEY PERSONNEL AND CONTACTS

The technical contacts listed below are responsible for the programmatic aspects of the program under this Agreement.

Technical

University of Central Florida

Larry Chew, Ph.D.
Mechanical, Material and Aerospace
Engineering
4000 Central Florida Blvd.
Orlando, FL 32816
Phone: 407-823-5358
Email: teducators@hotmail.com

District

Jeanine Gendron, Ed.D.
Director
Broward County Public Schools
600 SE 3rd Avenue
Ft. Lauderdale, FL 33301
Phone: 754-321-2630
Email: jeanine.gendron@browardschools.com

Contractual

Ginny Pellam
Contract Coordinator
Office of Research & Commercialization
12201 Research Parkway, Ste. 501
Orlando, FL 32826-3246
Phone : 407-823-3186
Email : Ginny.Pellam@ucf.edu

Robert P. Vignola
Deputy General Counsel
Broward County Public Schools
600 SE 3rd Avenue
Ft. Lauderdale, FL 33301
Phone: 754-321-2050
Email: Robert.vignola@browardschools.com

Financial

Holly Terpos
Accountant
Finance & Accounting
12424 Research Parkway, Ste. 300
Orlando, FL 32826-3249
Phone : 407-882-1002
Email : Holly.Terpos@ucf.edu

I. Benjamin Leong
Chief Financial Officer
Broward County Public Schools
600 SE 3rd Avenue
Ft. Lauderdale, FL 33301
Phone: 754-321-1990
Email: Benjamin.leong@browardschools.com

ARTICLE 6. AUDIT

District shall maintain books, records, documents and other evidence, accounting procedures, and practices sufficient to reflect properly all costs claimed in the performance of this Agreement. The foregoing constitutes "records" for the purposes of this Agreement. Such records and documents shall be available upon reasonable notice for audit purposes.

ARTICLE 7. TERMINATION

If UCF's prime award should be terminated during the performance of this Agreement, or should the prime award funding for support of the activities to be conducted under this Agreement be deleted or reduced, UCF may by written notice to District terminate this Agreement upon reasonable notice consistent with the termination of the prime award.

UCF may terminate this Agreement at any time, for any reason other than stated, upon thirty (30) days written notice to District.

ARTICLE 8. BACKGROUND SCREENING

UCF agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of UCF or its personnel providing any services under the conditions described in the previous sentence. UCF shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to UCF and its personnel. The parties agree that the failure of UCF to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

ARTICLE 9. INDEMNIFICATION

District assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of District's officers, employees, servants, and agents, or other persons acting or engaged to act by District in furtherance of the obligations of District under this Agreement. Nothing herein shall constitute a waiver by District of sovereign immunity or of any rights or limits to liability under Section 768.28, Florida Statutes.

ARTICLE 10. MODIFICATIONS

Modifications to this Agreement may be made only in writing signed by authorized representatives of both Parties.

ARTICLE 11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida, and to the extent applicable, by the laws of the United States. Any dispute between the parties concerning the terms of this Agreement shall be decided in a court of competent jurisdiction over the Parties and subject matter hereto.

ARTICLE 12. ENTIRE AGREEMENT

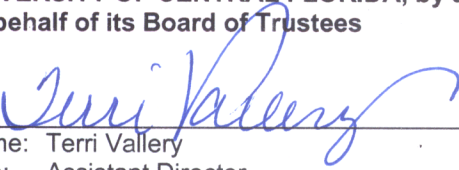
This Agreement consists of the following parts:

Articles 1-12
Exhibit A: Deliverable/Payment Schedule
Exhibit B: Sample Invoice
Exhibit C: Sample Sign-In Sheet
Exhibit D: Florida Statutes

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

IN WITNESS WHEREOF, the authorized contractual representatives of parties hereto have executed this Agreement on the dates set forth below:

**UNIVERSITY OF CENTRAL FLORIDA, by and
on behalf of its Board of Trustees**


Name: Terri Vallery
Title: Assistant Director
Office of Research & Commercialization

Date

9/25/12

DISTRICT

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Ann Murray, Chair

Robert W. Runcie, Superintendent of
Schools

Approved as to Form and Legal Content:


Office of the General Counsel

EXHIBIT A: DELIVERABLE/PAYMENT SCHEDULE

Broward County

Item 1. **Reimbursement for the purchase of training materials:** Kits that are to be used during the training sessions and for further professional development (training) within lesson study with/without technology integration. Reimbursement to the District not to exceed \$36,000.00 for up to 80 kits.

- Deliverable(s): Purchase verification of training kits which shall consist of a detailed invoice provided by the vendor(s).
- Deliverable/Invoice due date: **December 15th, 2012.**

Item 2. **Lesson Study Leader (LSL) Training:** District shall be paid for stipends paid to (a) each participant in the event that training will take place during non-normal work hours/days (i.e. weekends) and/or (b) substitute teacher support in the event the training will take place during normal work hours/days (i.e., Monday-Friday). Payment shall not exceed a total of five (5) days for the activities of up to 80 participants and/or substitute teachers. The rate of payment shall not exceed:

Participants: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Substitute teachers: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Total payment for the LSL training shall not exceed \$54,000.00.

- Deliverable(s):
 - a. Participant sign in sheet for all teacher participants (see template in **Exhibit C**).
 - b. Financial record or other official documentation from The School Board of Broward County, Florida confirming substitute teacher payment showing the date(s) and amount paid to each substitute teacher.
- Deliverable and Invoice due date: **February 1st, 2013.**
- *Note: This payment structure provides flexibility to the District for scheduling LSL training.*

Item 3. **Lesson Study Implementation:** District shall be paid for stipends paid to (a) each participant in the event that training will take place during non-normal work hours/days (i.e. weekends) and/or (b) substitute teacher support in the event the training will take place during normal work hours/days (i.e., Monday-Friday). Payment shall not exceed a total of two and a half (2.5) days for the activities of up to 80 participants and/or substitute teachers. The rate of payment shall not exceed:

Participants: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Substitute teachers: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Total payment for the Lesson Study Implementation will not exceed \$27,000.00

- Deliverable(s): Participant sign-in sheet (see template in **Exhibit C**).
- Deliverable(s): Financial record or other official documentation from The School Board of Broward County, Florida confirming substitute teacher payment showing the date(s) and amount paid to each substitute teacher.
- Deliverable and Invoice due date: **March 29th, 2013.**

Item 4. **Lesson Study Follow Up:** District shall be paid for stipends paid to (a) each participant in the event that training will take place during non-normal work hours/days (i.e. weekends) and/or (b) substitute teacher support in the event the training will take place during normal work hours/days (i.e., Monday-Friday). Payment shall not exceed a total of one (1) day for the activities of up to 80 participants and/or substitute teachers. The rate of payment shall not exceed:

Participants: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Substitute teachers: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Total payment for the Lesson Study Implementation will not exceed \$10,800.00

- Deliverable(s): Participant sign-in sheet (see template in **Exhibit C**).
- Deliverable(s): Financial record or other official documentation from The School Board of Broward County, Florida confirming substitute teacher payment showing the date(s) and amount paid to each substitute teacher.
- Deliverable and Invoice due date: **May 15th, 2013**

Item 5. **Follow Up Workshop:** District shall be paid for stipends paid to (a) each participant in the event that training will take place during non-normal work hours/days (i.e. weekends) and/or (b) substitute teacher support in the event the training will take place during normal work hours/days (i.e., Monday-Friday). Payment shall not exceed a total of two (2) days for the activities of up to 80 participants and/or substitute teachers. The rate of payment shall not exceed:

Participants: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Substitute teachers: \$120.00 per day plus \$15.00 fringe for a total of \$135.00 per day

Total payment for the Lesson Study Implementation will not exceed \$21,600.00

- Deliverable(s): Participant sign-in sheet (see template in **Exhibit C**).
- Deliverable(s): Financial record or other official documentation from The School Board of Broward County, Florida confirming substitute teacher payment showing the date(s) and amount paid to each substitute teacher.
- Deliverable and Invoice due date: **May 31st, 2013.**

Deliverable and Invoice submission instructions:

- 1) Deliverables should be submitted no later than the due date as a single PDF file that does not exceed 5MB. The invoice should be the first page of the PDF file. Deliverables should not include blank pages unless otherwise noted as "page intentionally left blank" or similar verbiage.
- 2) Deliverables and Invoices shall be submitted to:

Via email: Holly Terpos: Holly.Terpos@ucf.edu
With a cc to: Carmen Woodhall: c.woodhall@knights.ucf.edu
James Smith: Jim.Smith@ucf.edu
Ginny Pellam: Ginny.Pellam@ucf.edu

Subtotal for Item 1	\$36,000.00
Subtotal for Item 2	\$54,000.00
Subtotal for Item 3	\$27,000.00
Subtotal for Item 4	\$10,800.00
Subtotal for Item 5	\$21,600.00
Subtotal	\$149,400.00
Indirect costs at 3.79	\$5,662.00
Grand Total:	\$155,062.00

EXHIBIT B: SAMPLE INVOICE

[illegible]

EXHIBIT C: SAMPLE SIGN IN SHEET

SUMMIT Training Sign-In Sheet

County/District: _____

Point of Contact: _____

Training Location: _____

Email: _____

Start & End Date(s): _____

Submission Deadline: _____

	Printed Name	Signature	Please insert the attendance dates below and have the teachers initial every day they attend.			
			Date:	Date:	Date:	Date:
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2						
3						
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EXHIBIT D: FLORIDA STATUTES

Bills for fees or other compensation or expenses shall be submitted in detail sufficient for pre-audit and/or post-audit. Should an audit be required pursuant to the terms of this Contract, all audit rights shall be limited to UCF's prime contract terms and conditions.

District must divide the Contract into units or deliverables (Articles) which shall include, but not be limited to, reports, findings and drafts, that must be received and accepted in writing by UCF's technical contact prior to payment. UCF's technical contact will notify District of unacceptable Articles within thirty (30) days of receipt by UCF.

The State of Florida's and UCF's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, unless UCF's Prime contractor is a non-State of Florida agency, and therefore UCF's obligation to pay is subject to the availability of funds. District will not be obligated to continue performance in the absence of such funds.

District agrees that District's invoices for transportation and per diem expense allowances shall be the same as those provided by law for public employees in s. 112.061, except that non-State of Florida personnel performing travel under a sponsored research subcontract may be reimbursed for travel expenses in accordance with the provisions of the applicable prime contract or grant and the travel allowances established by the District.

This contract may be canceled unilaterally by UCF for refusal by District to allow public access to all papers, documents, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the contractor in conjunction with the contract. However, per F.S. 1004.22 (2) materials that relate to methods of manufacture or production, potential trade secrets, potentially patentable material, actual trade secrets, business transactions, or proprietary information received, generated, ascertained, or discovered during the course of research conducted within the state universities shall be confidential and exempt from the provisions of F.S. 119.07(1).

Leased Equipment; The risk of loss or damage to leased equipment, goods, or property shall not transfer to UCF except as provided in Section 680.219, Florida Statutes. Any security interest in the leased equipment, goods, or property contracted to the District contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provision, which are unconscionable under Sections 287.042(1)(c) and 672.719, Florida Statutes, are void.