

## CONTRACT FOR SERVICES

This **Contract for Services** (this "Contract") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between The University of Florida Board of Trustees, a public body corporate of the State of Florida for the benefit of its Lastinger Center for Learning ("University", "Lastinger Center"), and the School Board of Broward County ("Contractor", "Broward").

University hereby engages Contractor to provide the Services (hereinafter defined), and Contractor hereby accepts such engagement, on the terms and conditions set forth in this Contract.

1. **Services.** Contractor shall perform the services described on Exhibit A, attached hereto and incorporated herein by reference (the "Services"). All Services shall be performed in a timely, diligent and professional manner, consistent with the best practices of Contractor's industry.

2. **Term.** The term of this Contract is set forth on Exhibit A.

3. **Compensation and Payment.** University shall pay Contractor as the total compensation for the Services the amount set forth on Exhibit A, on the payment schedule set forth on Exhibit A. Contractor shall not be entitled to any other fees, reimbursements or compensation under this Contract. Contractor shall be responsible for the payment of all general excise taxes, income taxes and any other taxes required to be paid to federal, state and local taxing authorities with respect to any fees or other amounts paid to Contractor. Payment shall be made within thirty (30) days of satisfactory completion of the Services and presentation of a properly completed invoice.

4. **Addresses for Notices.** All Notices under this Contract shall be made in writing to the addresses set forth on Exhibit A.

5. **Standard Terms.** The standard terms and conditions of this Contract are set forth on Exhibit B, attached hereto and incorporated herein by reference. All capitalized terms, unless otherwise defined herein, shall have the meanings given to them in the Standard Terms. In the event of a conflict between the terms contained herein and the Standard Terms, the terms contained herein shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

CONTRACTOR:

School Board of Broward County

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By \_\_\_\_\_

Patricia Good, Chair

ATTEST:

Approved as to Form and Legal Content:

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

  
Office of the General Counsel

UNIVERSITY:

The University of Florida Board of Trustees for the benefit of the Lastinger Center for Learning

Signature: Carolyn J. Wimmer, CPPB

Name: CAROLYN T. WIMMER, CPPB

Title: Purchasing Coordinator II

Date: June 2, 2014

## **EXHIBIT A**

### **1. Scope of Services (Section 1).**

The purpose of this Contract for Services is to clarify commitments and agreements between the **School Board of Broward County** (“Broward”) and the **University of Florida Lastinger Center for Learning** (“Lastinger Center”).

Broward and the Lastinger Center have partnered with SRI International on a project to validate the SunBay digital middle school mathematics curriculum materials. Funded by an Investing in Innovation grant by the US Department of Education, the project aims to improve student achievement in middle school mathematics through the implementation of technology-based curriculum units and teacher professional development opportunities. This effort will require the assistance of two professional learning facilitators who will be based in Broward County and work closely with the Lastinger Center and Broward staff.

**Professional Learning Facilitators:** The Lastinger Center will furnish funding to Broward in order to fund two full-time positions for Professional Learning Facilitators for the period of July 1, 2014 to June 30, 2016, whose primary responsibility will be to plan, coordinate, and deliver a series of professional learning opportunities in the participating middle schools across Broward and Palm Beach Counties. Broward and Palm Beach Counties will all be sub-awarded and will be collaborating on this grant. These people will have the following responsibilities and possess the following requirements:

**25% SunBay Digital Mathematics Professional Development Support:** Working in collaboration with the cross-institutional project team, district staff, and partner schools,

1. Design intensive, multi-day professional development institutes for middle school mathematics teachers who will be implementing the SunBay digital mathematics program
2. Coordinate logistics and facilitate these professional development sessions in Broward and/or Palm Beach County at least twice per year.
3. Coordinate plans for the annual year-end Learning Showcase to exhibit the implementation of the SunBay materials and the professional learning of teacher participants.

**50% School-Based Follow-up Support:** In collaboration with other members of the local project team,

1. Conduct regular school visitations to monitor the implementation of the SunBay digital mathematics materials in Broward County.
2. Provide ongoing support and coaching to participants as needed.
3. Keep an ongoing log of school-based contact with teacher participants.

**25% Administrative Duties:** In collaboration with the Lastinger Center Principal Investigator, the Lastinger Center Project Manager, the Broward Project Manager, and other members of the project team,

1. Collect informed consent forms for research participants.
2. Collect project evaluation data as necessary (surveys, interviews, artifacts, observations, etc.)
3. Maintain records to ensure teacher participants receive professional development credit and/or stipends as appropriate.
4. Other duties as assigned.

Minimum Qualifications:

- Bachelor’s degree in Mathematics, Mathematics Education, or related field
- Current teacher certification in a secondary (6-12) mathematics in Florida
- 6-10 years of successful experience in secondary (6-12) education
- Strong background in mathematics

- Evidence of ability to lead teachers as peer, coach, mentor, or professional development facilitator
- Evidence of ability and willingness to work collaboratively and with a commitment to collegiality

Preferred Qualifications:

- Master's degree in mathematics or mathematics education
- Experience with project-based or problem-based learning
- Successful experience in facilitating professional development sessions
- Strong technology experience (e.g., probe-ware, online data searches, teaching software)
- Experience in project-planning or managing grant work

The search for candidates to fill these positions will be conducted jointly by members of the Lastinger Center and Broward staff. Once identified, the candidate will be considered part of the Lastinger Center's SunBay project team though they will continue as employees of Broward.

2. Term (Section 2). The term of this Contract shall commence on upon signing and terminate on June 30, 2016. This agreement may be cancelled by either party through written notification of such intent 30 days in advance without further obligation.
3. Compensation and Payment Schedule (Section 3).

**Budget Narrative:**

Description	Year 1 July 1, 2014 – June 30, 2015	Year 2 July 1, 2015 – June 30, 2016	Total
<b>Professional Learning Facilitators</b> Funding for two 10-month Instructional Resource Teacher position plus extra duty pay for summer training @ \$78,650 per position including salary and fringe benefits	\$78,650 X 2 = \$157,300	\$78,650 X 2 = \$157,300	\$314,600
<b>Expenses</b> Funding to cover the cost of a computer (including any necessary peripherals and software), monthly mileage, and wireless communications devices (as necessary).	\$8,230	\$4,230	\$12,460

The Lastinger Center agrees to pay Broward a total sum of \$327,060 on the following payment schedule:

Year 1, Payment 1 \$59,295	on June 1, 2014
Year 1, Payment 2 \$89,255	on January 1, 2015
Year 2, Payment 1 \$89,255	on June 1, 2015
Year 2, Payment 2 \$89,255	on January 1, 2015

4. Notices (Section 4).

University:  
College of Education  
Lastinger Center for Learning  
PO Box 117052  
Gainesville, FL 32611

Attention: Philip Poekert, Ph.D.

Phone: 305-646-7226  
Fax: 305-646-7232  
Email: poekert@coe.ufl.edu

Contractor:  
Broward County Public Schools  
600 SE 3rd Avenue  
Ft. Lauderdale, FL 33301

Attention: Linda Whitehead

Phone: 754-321-5005  
Fax: 754-321-5090  
Email: linda.whitehead@browardschools.org

Attention: Dr. Jeanine Gendron

Phone: 754-321-2620  
Fax: 754-321-2766  
Email: jeanine.gendron@browardschools.org

**EXHIBIT B**  
**STANDARD TERMS AND CONDITIONS**

**Availability of Funds.** The University's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature of the State of Florida and/or the allocation of funds through contractor or grant programs.

**Unilateral Cancellation.** This Contract may be unilaterally canceled by University for refusal by Contractor to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this Contract.

**Record-Keeping.** Contractor agrees to retain all records relating to this Contract during the term and for a period of 7 years thereafter and to make those records available at all reasonable times for inspection and audit by University and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at the University's Gainesville campus or other location designated by University upon reasonable notice to Contractor.

**Conflict of Interest.** Contractor, if an individual, represents that he/she is not an employee of University. Contractor, if an entity, represents that none of its employees, officers, members, partners or owners is an employee of University.

**State Vendor Lists.** Contractor represents that neither it nor its affiliates is currently on, and for the past 36 months has been on, the State of Florida's discriminatory vendor list (F.S. 287.134) or convicted vendor list (F.S. 287.133).

**Travel.** Any travel authorized by this Contract and being compensated separately shall be compensated in accordance with the University's travel policy (<http://fa.ufl.edu/uco/handbook/handbook.asp?doc=1.4.14>) and Contractor shall be required to provide all back-up documentation required by the policy.

**Taxes.** The University is tax-exempt and therefore is not obligated to pay sales taxes on the Services. A copy of the University's Certificate of Exemption will be made available to Contractor upon request.

**Termination.** University may terminate this Contract, at any time, with no further obligation to Contractor, by giving at least seven (7) days written notice to Contractor. If Contractor defaults under this Agreement and does not cure its default within fourteen (14) days after notice thereof, University may terminate this Contract.

**State Purchasing Requirements.** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE CONTRACTOR SHALL BE DEEMED TO BE SUBSTITUTED FOR THE UNIVERSITY INsofar as DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED. This requirement applies only if any such nonprofit agency produces a product covered by this Contract and can satisfy the terms of this Contract with respect to price, quantity, quality, and delivery time. Any questions concerning available products should be directed to: Division of Vocational Rehabilitation

Headquarters, 2002 Old St. Augustine Road, Building A, Tallahassee, Florida 32301-4862, (800) 451-4327 (Voice/TDD).

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2), AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE CONTRACTOR CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR UNIVERSITY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED. This requirement applies only if the corporation produces a product covered by this Contract and can satisfy the terms of this Contract with respect to price, quantity, quality, and delivery time. Any questions concerning the corporation's ability to provide products or services should be directed to: Prison Rehabilitative Industries and Diversified Enterprises, Inc., 12425 - 28th Street North, Saint Petersburg, Florida 33716, (727) 572-1987.

**Notices.** All notices, consents, approvals and other communications (collectively, "Notices") which may be or are required to be given by either party shall be properly given only if made in writing and sent to the address of University or Contractor, as applicable, set forth in Exhibit A, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service. Telephone and facsimile numbers and e-mail addresses are listed for convenience only. Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

**Ownership of Works.** All reports, studies, plans, deliverables, strategies, materials, discoveries, inventions, processes, designs, plans, trade secrets, data, information, documents and other work (collectively, "Work"), whether of a technical nature or not, made, developed or obtained by Contractor pursuant to this Contract or in connection with the provision of the Services shall be the sole and exclusive property of University and any copyrightable Work shall be deemed a "work made for hire" under the United States copyright laws. Should such Work not constitute a "work made for hire" under the United States copyright laws, Contractor hereby grants, transfers, assigns, and conveys to University and its successors and assigns, the entire right, title, and interest in the Work or any part thereof. Immediately upon termination of this Contract for any reason, all Work, in whatever form, shall be turned over to University. This provision shall survive the termination of this Contract.

**Independent Contractor.** Contractor is and shall at all times remain an independent contractor, with sole control of the manner and means of performing the Services. Contractor shall have no authority to bind or commit University to any contract or other obligation. Contractor shall not act as or represent that it is the agent of University. It is understood and agreed by the parties that nothing contained in this Contract shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Contract.

**Miscellaneous.** This Contract may be modified or altered only by written agreement signed by both University and Contractor. Time is of the essence with respect to this Contract. Contractor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Contract. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument.