

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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|------------------------------------|---|--|
| Meeting Date 3/15/05 | Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | | Agenda Item Number F-1 |

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|--|---|------------|--------------|-------------|--------------|------|-------|
| TITLE: | Reading First Intervention Services Grant for Intervention Training and Support Specialist | | | | | | |
| REQUESTED ACTION: | Approve a new subcontract agreement with Florida State University. | | | | | | |
| SUMMARY EXPLANATION AND BACKGROUND: | <p>Florida State University, on behalf of the Florida Center for Reading Research, is entering into a subcontract with The School Board of Broward County, Florida, on behalf of the Primary Education Department, to provide funding for an Intervention Training and Support Specialist. This Specialist will provide support and training to improve the effectiveness of reading interventions for struggling readers in selected Reading First Schools within the district, focusing on second and third grade students.</p> <p>The Intervention Training and Support Specialist will be supported and trained to fill job responsibilities by the Director of Intervention Projects at FSU's Florida Center for Reading Research (FCRR). The salary of the Intervention Training and Support Specialist will be paid by the school district, and the school district shall be reimbursed through this contract. This contract has been approved as to form by the School Board attorney. This agreement will be executed after School Board approval.</p> | | | | | | |
| SCHOOL BOARD GOALS: | <p>X•Goal One: All students will achieve at their highest potential.</p> <p>X•Goal Two: All schools will have equitable resources.</p> <p>___•Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement.</p> <p>___•Goal Four: All stakeholders will work together to build a better school system.</p> | | | | | | |
| FINANCIAL IMPACT: | The financial impact is 100% of salary and benefits of the Intervention Training and Support Specialist. The source of funding is Florida State University. There is no additional impact to the school district. | | | | | | |
| EXHIBITS: (List) | 1) Proposed Subcontract Agreement | | | | | | |
| BOARD ACTION: <div style="text-align: center; font-size: 1.2em; font-weight: bold; margin: 10px 0;">APPROVED</div> <p style="font-size: 0.8em;">(For Official School Board Records' Office Only)</p> | SOURCE OF ADDITIONAL INFORMATION: <table style="width: 100%; border: none;"><tr><td style="width: 70%;">Diane Carr</td><td style="width: 30%;">754-321-1850</td></tr><tr><td>Ellen Flynn</td><td>754-321-3180</td></tr><tr><td>Name</td><td>Phone</td></tr></table> | Diane Carr | 754-321-1850 | Ellen Flynn | 754-321-3180 | Name | Phone |
| Diane Carr | 754-321-1850 | | | | | | |
| Ellen Flynn | 754-321-3180 | | | | | | |
| Name | Phone | | | | | | |

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Earlean C. Smiley, Ed.D., Deputy Superintendent
Curriculum & Instruction/Student Support

Approved in Open Board Meeting on: _____

MAR 15 2005

By: _____

School Board Chair

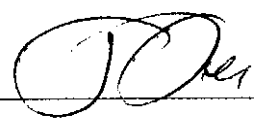
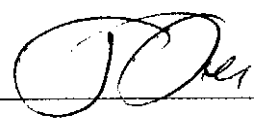
Subcontract Agreement

Non-FDP With Federal Funds

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|--|--|--|--------------------------------------|
| FLORIDA STATE UNIVERSITY ("UNIVERSITY") | | Institution/Organization ("SUBCONTRACTOR") | |
| Sponsored Research Services 97 South Woodward Ave, Third Floor Florida State University Tallahassee, Florida 32306-4166 | | Name: The School Board of Broward County, Florida Address: 600 SE Third Avenue Fort Lauderdale, Florida EIN No.: 59-6000530 | |
| Prime Award No. 1520-575-31 | | Subcontract No. R _____ | |
| Awarding Agency Florida Center for Reading Research | | CFDA No. 84.357A | |
| Subcontract Period of Performance TO BE DETERMINED through June 30, 2005 | | Amount Funded this Action \$TO BE DETERMINED | Est. Total (if incrementally funded) |
| Project Title: Florida Center for Reading Research (FCRR) for Reading First – Reading First Intervention Services Grant for Intervention Training and Support Specialist (ITSS) with The School Board of Broward County, Florida | | | |
| Reporting Requirements [Check here if applicable: <input checked="" type="checkbox"/> See Attachment 3] | | | |

Terms and Conditions


- 1) University hereby awards a ☒ fixed price subcontract, as described above, to Subcontractor. The statement of work and budget for this subcontract are shown in Attachment 4. In its performance of subcontract work, Subcontractor shall be an independent entity and not an employee or agent of University.
- 2) University shall reimburse Subcontractor not more often than monthly for allowable costs. All invoices shall be submitted using Subcontractor's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subcontract number, and certification as to truth and accuracy of invoice. *Invoices that do not reference University's subcontract number shall be returned to Subcontractor.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 2.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subcontract end date. The final statement of costs shall constitute Subcontractor's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subcontractor.
- 5) Matters concerning the technical performance of this subcontract should be directed to the appropriate party's Project Director, as shown in Attachment 2. Technical reports are required as shown above, "Reporting Requirements."
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subcontract agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 2. Any such changes made to this subcontract agreement require the written approval of each party's Authorized Official, as shown in Attachment 2.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 2. University shall pay Subcontractor for termination costs as allowable under OMB Circular A-21, J.49.
- 9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 2, not less than thirty days prior to the desired effective date of the requested change.
- 10) The Subcontract is subject to the terms and conditions of the Prime Award herein incorporated by reference and other special terms and conditions, as identified in Attachment 1.
- 11) By signing below Subcontractor makes the certifications and assurances shown in Attachment 1.

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| FLORIDA STATE UNIVERSITY, For and on behalf of its Board of Trustees: | | By an Authorized Official of SUBCONTRACTOR: | |
|  | |  | |
| Kirby W. Kemper Vice President for Research | | Name: Franklin L. Till, Jr. Title: Superintendent of Schools | |
| Date | | Date | |
| | | March 15, 2005 | |

FOR SBBC


**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

ATTEST:



FRANKLIN L. TILL, JR., Superintendent of
Schools

By



STEPHANIE ARMA KRAFT, ESQ., Chair

APPROVED AS TO FORM:

By



SCHOOL BOARD ATTORNEY

Attachment 1 Subcontract Agreement

By signing the Subcontract Agreement, the authorized official of SUBCONTRACTOR certifies, to the best of his/her knowledge and belief, that:

Article 1. Debarment/Suspension

Acceptance of this Order serves as certification that the Subcontractor or its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency; (b) have not within a three-year period preceding this Order been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this Order had one or more public transactions (Federal, State or local) terminated for cause or default.

Article 2. Lobbying

A Subcontractor receiving over \$100,000.00 shall certify in accordance with USC Title 31, Section 1352, regarding Lobbying Activities and shall submit, as required by referenced regulation, to the University Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Subcontractor's acceptance of this Order shall be the Subcontractor's certification regarding Lobbying Activities and the Subcontractor's commitment to submit said notifications as required. In addition, Subcontractor is prohibited from using state funds for lobbying the Legislature, the judicial branch or an agency of the State of Florida in accordance with Sections 11.062 and 216.347, Florida Statutes.

Article 3. Public Entity Crime Notice

A person or affiliate who has been placed on the convicted vendor list (§87.133(3)(D), F.S.) following a conviction for a public entity crime may not transact any business with the Florida State University in excess of the amount provided in § 287.017, F.S., for category two for a period of 36 months from the date of being placed on the list. This includes submission of bids or proposals for goods, services, construction or repair of public buildings, leases on real property and work as a contractor, supplier, subcontractor, or consultant under a contract or purchase order with the University.

Article 4. OMB Circular A-133 Audit Requirements

- A. If the Subcontractor is a non-Federal entity that, during the effective period of this Order, expends \$500,000 or more in a year in Federal awards, the Subcontractor shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133 (the Circular). Guidance on determining Federal awards expended is provided in § 205 of the Circular.
- B. When the schedule of findings and questioned costs disclose audit findings relating to this Order or when the summary schedule of prior audit findings reports the status of any audit findings relating to this Order, a copy of the Reporting Package (as defined in the Circular) must be submitted to the University within 30 days after the Subcontractor's receipt of the auditor's report but no later than nine months after the end of the audit period, unless a longer period is agreed to by the Subcontractor's cognizant audit agency. (However, for fiscal years beginning on or before June 30, 1998, the audit shall be completed and the Data Collection Form and Reporting Package shall be submitted to the University within the earlier of 30 days after the Subcontractor's receipt of the auditor's report or 13 months after the end of the audit period.)
- C. When the Subcontractor is not required to submit the Reporting Package pursuant to the Paragraph B above, the Subcontractor shall submit to the University written notification that:
 1. an audit of the Subcontractor was conducted in accordance with OMB Circular A-133, including timely filing;
 2. the schedule of findings and questioned costs disclosed no audit findings relating to any Federal award that the University provided;
 3. the summary schedule of prior audit findings did not report on the status of any audit findings relating to any Federal award that the University provided;
 4. no material issues of non-compliance were reported; and
 5. no reportable conditions related to internal controls were reported.

The Subcontractor must identify the period covered by the audit and the name, amount, and CFDA number of the Federal award provided by the University. The Subcontractor may submit to the University a copy of the Reporting Package described in Paragraph B above to comply with the notification requirements of this Paragraph C.

The address to which the foregoing shall be submitted is:

Florida State University
Sponsored Research Accounting Services
Attn: Audit Liaison/Lucy O'Duor
C4400 University Center
Tallahassee, Florida 32306-2662

- D. The Subcontractor shall maintain full and complete records which directly pertain to this Order for a period of three (3) years from the date of final payment or until all litigations, claims, or audit findings involving the records have been resolved if such claims or audit is started before the expiration of the said period.
- E. The Subcontractor agrees that the University, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subcontractor which are directly pertinent to this Order for the purpose of making audits, examinations, excerpts and transcriptions.

- F. The University will monitor the Subcontractor's activities to provide reasonable assurance that the Subcontractor administers this Order in compliance with Federal requirements. At the University's discretion, such monitoring activities may take various forms, such as:
1. reviewing any and all reports submitted by the Subcontractor;
 2. performing site visits to the Subcontractor to review financial and programmatic records and observe operations;
 3. arranging for limited-scope audits conducted in accordance with either the AICPA's generally accepted auditing standards or attestation standards, that are paid for and arranged by the University and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting; and/or
 4. reviewing the Subcontractor's single audit or program-specific audit results; and/or evaluating audit findings and the Subcontractor's corrective action plan.

Article 5. Information Required By OMB Circular A-133

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|-------------------------------------|---------------------------------|
| CFDA Number: | 84.357 |
| CFDA Title: | Reading First State Grants |
| Pass-Through Funding Agency Name: | Florida Department of Education |
| Pass-Through Funding Agency Number: | 371-2114A-ACF01 |
| Federal Funding Agency Name: | U. S. Department of Education |
| R&D Project?: | Ye |

Article 6. Chapter 216.3491 F.S. "Florida Single Audit Act"

Each nonstate entity that receives state financial assistance to carry out a state project and that meets the audit threshold requirements equal to or in excess of \$300,000 in any fiscal year of such recipient must obtain an audit by an independent auditor in accordance with auditing standards stated in the rules of the Auditor General of the State of Florida. The audit shall be conducted in accordance with the requirements of the Act and the rules of the Executive Office of the Governor, the Comptroller and the Auditor General. The Act applies to nonstate entities that receive state awards directly from a state awarding agency (FSU) and to nonstate agencies that receive state awards through another nonstate entity.

Article 7. Section 215.422, F.S.

Provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the University Accounts Payable Section at 850-644-5021. Payments to health care providers for hospital, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at 850-488-2984 or by calling the State Comptroller's Hotline, 1-800-848-3792.

Article 8. Liability

Each party assumes the risk of personal injury and property damage attributable to the willful acts or omissions of that party and its officers, employees and agents to the extent allowed by law.

Article 9. Indemnification

Unless the Subcontractor is a State of Florida agency, the Subcontractor shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the University harmless for all claims, suits, judgments or damages, including court costs and attorney fees, arising out of negligence or omissions by the Subcontractor in the course of operations of this Agreement.

Article 10. Insurance

The responsibility for providing adequate liability insurance coverage on a comprehensive basis for all operations undertaken by the Subcontractor under this Agreement shall be that of the Subcontractor and shall be provided at all times during the existence of this Agreement. The Subcontractor shall furnish the University with written verification of the existence of such coverage upon the request of the University.

Article 11. Subcontractor's Key Personnel

Subcontractor's Principal Investigator, identified in Attachment 2, is essential to the performance of this Subcontract. Any replacement of the Principal Investigator shall only be made upon the prior written concurrence of the University.

Article 12. Termination for Unauthorized Employment

Violation of the employment provision as determined pursuant to Section 274A(e), Immigration and Nationality Act, shall be grounds for unilateral cancellation of this contract.

Article 13. Public Records

Subcontractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by Subcontractor in conjunction with this Subcontract. Provided, however, that such public access shall not apply to materials that relate to methods of manufacture or production, potential or actual trade secrets, patentable or potentially patentable material, business transactions, or proprietary information received, generated, ascertained, or discovered in conjunction with this Subcontract, which materials shall be treated in accordance with the legal rights of those persons or entities having the proprietary or other legal interest therein. Subcontractor's refusal to permit public access pursuant hereto shall be grounds allowing University to unilaterally cancel this Subcontract.

Article 14. Records Maintenance

The Subcontractor shall maintain full and complete records which directly pertain to this order for a period of three years from the date of final payment or until all litigations, claims or audit involving the records have been resolved if such claims or audit is started before the expiration of the subcontract.

Article 15. Independent Contractor

Subcontractor herein is an independent contractor, not a partner or joint venturer, and shall not act as an agent for the University. Nor shall it be deemed to be an employee of the University for any purposes whatsoever. Subcontractor shall not have any authority, either express or implied, to enter any agreement, incur any obligations on the University's behalf, or commit the University in any manner whatsoever without the University's express prior written consent. Each party assumes the risk of all liability arising from its respective activities pursuant to this Subcontract and from the acts or omissions of its respective officers, agents, and employees to the extent allowed by law.

Article 16. Notices

All notices or communications to either party by the other shall be delivered personally, sent by courier, U.S. registered or certified mail, postage prepaid, or transmitted via facsimile or electronic mail addressed to such party at the addresses stated in Attachment 2, and shall be deemed given on the date so delivered.

Article 17. Sanctions for Noncompliance

If Subcontractor materially fails to comply with the terms and conditions of this Subcontract, and does not cure such failure within thirty (30) days written notice thereof from the University, the University may take one or more of the following actions, as appropriate in the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the Subcontractor;
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- C. Wholly or partly suspend or terminate this Subcontract;
- D. Withhold further awards for this or any other project or program; and/or
- E. Take other remedies that may be legally available.

Article 18. Termination

- A. Termination at Will. This subcontract may be terminated by the University upon no less than thirty (30) calendar days notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, overnight delivery (for which evidence of delivery is obtained by the sender), or in person with proof of delivery.
- B. Termination Because of Lack of Funds. In the event funds to finance this subcontract become unavailable, the University may terminate the subcontract upon no less than twenty-four (24) hours notice in writing to the Subcontractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The University shall be the final authority as to the availability and adequacy of funds. In the event of termination of this subcontract, the Subcontractor will be compensated for any work satisfactorily completed prior to notification of termination.
- C. Termination for Breach. This subcontract may be terminated for the Subcontractor's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the University may employ the default provisions in Chapter 60A-1.006(3), FAC. Waiver of breach of any provisions of this subcontract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this subcontract. The provisions herein do not limit the University's right to remedies at law or in equity.
- D. Termination for Any Reason. If this Subcontract is terminated at will, because of lack of funds, or for breach, the University shall compensate or reimburse the Subcontractor, according to subcontract terms, for services rendered pursuant to this subcontract up to and including the formal date of termination.
- E. Either party hereto may terminate this Subcontract for convenience by giving written notice to the other party at least thirty (30) days in advance of a specified date of termination. In case of termination, Subcontractor shall be reimbursed for allowable costs incurred and noncancellable commitments made under the terms of this Subcontract prior to such termination, but only to the extent that such costs and commitments are reimbursable to the University under the terms of the PRIME. Payment shall be made upon submission to the University of an invoice and supporting documentation covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by the University's Technical Representative.

Article 19. Assignment or Subcontracting

Subcontractor shall not assign, transfer, or convey this Subcontract or any part thereof, or any interest herein. Subcontractor shall not subcontract for the performance of any of its obligations hereunder without the prior written consent of the University, excluding manufacturing, printing and delivery, unless subcontracts are specifically identified in the approved budget or statement of work.

Article 20. Non-waiver

A waiver by either party of any of the terms or conditions, or covenants of this Subcontract in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or any subsequent breach of same.

Article 21. Severability

If any provision of this subcontract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Subcontract or the validity or enforceability of this Subcontract.

Article 22. Rights to Inventions

If the work to be conducted hereunder is federally-funded and is experimental, developmental, or research work, the Federal Government and the University shall be entitled to rights in any resulting invention in accordance with 37 CFR part 401. Notwithstanding the foregoing, the University shall not display any Subcontractor logo, trade name or trademark (collectively, "Subcontractor Marks") on any of the Materials, or use the Subcontractor Marks in connection with any other materials, and may not distribute the Materials other than for distribution in the quantities as set forth in this Agreement and for the advertising and promotion of the Materials. The University shall submit to Subcontractor, for Subcontractor's prior written approval, any and all advertising or promotional materials incorporating any Subcontractor Marks. Subcontractor shall deliver to the University its written approval or disapproval of such materials within ten (10)

business days of its receipt of such materials or such materials shall be deemed approved "as is." Both parties agree that they will not acquire, by reason of this Agreement any rights in or under any logos, trademarks or trade names registered or unregistered, owned or used by the other party.

Article 23. Rights In Data

The term "Subject Data", as used herein includes, but is not limited to, literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic and sculptural works; motion pictures and other audiovisual works; sound recordings; and architectural works, as each of those terms are used and defined by the Copyright Act of the United States (17 USC Sec. 101, et. seq.) and works of any similar nature (whether or not copyrighted) which are included in the material to be delivered under the contract.

Article 24. Work for Hire

The Subcontractor agrees that all Subject Data first produced in the performance of this subcontract shall be considered a "work made for hire" as that term is defined under the Copyright Act, and the parties to this subcontract hereby agree that the copyright thereto shall be the sole and exclusive property of the Florida State University, that copyright thereto may be registered by the Florida State University in its own name, and that such Subject Data may not be published or reproduced in whole or in part, or in any manner or form, other than by the Florida State University or with its express written consent. The Subcontractor further agrees that no right at common law or in equity shall be asserted, and no claim to copyright by statute shall be established by the Subcontractor in any Subject Data first produced in the performance of this subcontract without the express written consent of the Florida State University. Subcontractor shall secure the University's legal title and interests in and to all such work made for hire that is produced for Subcontractor by third parties.

Article 25. Conflict of Interest

The Subcontractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of the work authorized hereunder.

Article 26. Effect of Prime Changes

This Subcontract is issued pursuant to the provisions set forth in the prime award hereby incorporated into this agreement. If the Prime is amended and the amendment causes this Subcontract to be inconsistent with or contrary to the Prime, the Subcontractor agrees to negotiate with the University in good faith any amendments to this Subcontract as may be necessary to make this Subcontract consistent with the requirements of the Prime.

Article 27. Force Majeure

If the Subcontractor's performance under this Agreement or any obligation hereunder is prevented, restricted or interfered with by reason of force majeure, i.e., any act or condition totally beyond the Subcontractor's control and without its fault or negligence, the Subcontractor, upon giving prompt notice to the University, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided, however, that the Subcontractor shall take all reasonable steps to avoid or remove such causes of nonperformance and shall continue performance hereunder with dispatch whenever such causes are removed; provided further, that if it appears that the time of delivery or performance will be extended past the terms set forth herein, a written extension of time will be negotiated by the parties.

Article 28. Non-discrimination

The Subcontractor agrees that no person will, on the basis of race, color, national origin, creed or religion be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by the requirements of, (a) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in employment or any program or activity that receives or benefits from federal financial assistance on the basis of handicaps; (d) Age Discrimination Act 1975, as amended which prohibits discrimination on the basis of age, (e) Equal Employment Opportunity Program (EEOP) must meet the requirements of 28 CFR 42.301.

Article 29. Drug-Free Workplace Requirements

The Subcontractor agrees that it will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76.

Article 30. Smoke-Free Workplace Requirements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library projects to children under the age of 18, if the projects are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's projects provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Article 31. Travel Regulations

Whenever travel costs are included in the subcontract or attachments to the subcontract, the provisions of Sections 112.061 and 1004.22, Florida Statutes, shall govern as to reimbursement of cost.

Article 32. Entire Agreement

This Subcontract supersedes any previous oral or written agreements made by the University and Subcontractor regarding the work to be performed pursuant to the provisions of this Subcontract. The University and Subcontractor acknowledge that this Subcontract shall not be amended, modified, or revised except in writing and signed by authorized representatives of both parties.

**Attachment 2
Subcontract Agreement**

| FLORIDA STATE UNIVERSITY Contacts | Subcontractor Contacts |
|---|---|
| Administrative Contact: Ms. Juel Kamke, Subcontracts Coordinator Sponsored Research Services 97 South Woodward Ave, Third Floor Florida State University Tallahassee, Florida 32306-4166 Telephone 850) 644-8654 Fax: 850) 644-1464 E-mail: jkamke@mailers.fsu.edu | Administrative Contact: Name: Frank Mandley, Director Grants, Administration & Government Programs The School Board of Broward County, Florida Address: 600 SE Third Avenue Fort Lauderdale, Florida 33301 Telephone: (754) 321-2260 Fax: (754) 321-2269 Email: Frank.Mandley@browardschools.com |
| Principal Investigator/Send Deliverables to: Name: Joseph K. Torgesen Learning Systems Institute Address: 4600 University Center Florida State University Tallahassee, FL 32306-2540 Telephone: 850-644-7752 Fax: 850-644-9085 Email: torgesen@fcrr.org | Project Director Name: Ellen Flynn Director, Primary Education The School Board of Broward County, Florida Address: 600 SE Third Avenue Fort Lauderdale, Florida 33301 Telephone: 954-765-6748 Fax: 954-747-5663 Email: Ellen.flynn@browardschools.com |
| Financial Contact/Send Invoices to: Florida State University Sponsored Research Accounting Services 97 South Woodward Ave, Third Floor Tallahassee, Florida 32306-2662 Telephone: 850-644-8947 Fax: 850-644-1913 Email: | Financial Contact Name: I. Benjamin Leong Chief Financial Officer The School Board of Broward County, Florida Address: 600 SE Third Avenue Fort Lauderdale, Florida 33301 Telephone 754-321-1990 Fax: 754-321-1999 Email: |
| Authorized Official Dr. Kirby W. Kemper Vice President for Research Sponsored Research Services 97 South Woodward Ave, Third Floor Florida State University Tallahassee, Florida 32306-4166 Telephone: 850-644-5260 Fax: 850-644-1464 | Authorized Official Name: Franklin L. Till, Jr. Superintendent of Schools The School Board of Broward County, Florida Address: 600 SE Third Avenue Fort Lauderdale, Florida 33301 Telephone: 754-321-2600 Fax: 754-321-2701 Email: |

Attachment 3 Schedule of Deliverables and Payments

Deliverables.

- A. The ITSS will submit a bi-weekly log of professional development and teacher support and training activities similar to the ones currently completed by reading coaches in Reading First Schools. The report will be submitted to the Director, Primary Education in the District, and to the Director of Interventions at FCRR.

The ITSS will work to directly improve interventions in no fewer than 5, and no more than 10, Reading First schools in the district

The ITSS will participate in bi-weekly conference calls or videoconferences with the Director of Interventions at FCRR, and shall submit required reports to the Supervisor, Elementary Language Arts/Reading.

The ITSS will submit a monthly report of the specific nature of interventions provided, and the names of students to whom they were provided, in each of the participating schools.

Reimbursement schedule.

FCRR will reimburse the salary costs for the ITSS in four equal installments across the school year. The school district shall submit an invoice at each point of reimbursement.

Total Fixed Price.

- B. Cost Reimbursable- Material

The cost reimbursable portion of this subcontract is based on estimates. The total amount of the contract (salary and benefits) with the school district is based upon 100% of salary and benefits five days per week excluding school holidays for a period beginning with the date of execution of this contract and ending June 10, 2005.

Name of ITSS: **TO BE DETERMINED (TBD)**

| | |
|-------------------------------|--------------------------|
| Total Regular Contract Salary | <u>\$TBD</u> |
| Retirement/Social Security | INCLUDED IN ABOVE FIGURE |
| Charge for benefits | INCLUDED IN ABOVE FIGURE |

| | |
|---|--------------|
| Responsibility of Florida Center for Reading Research | <u>\$TBD</u> |
|---|--------------|

| | |
|--|------------|
| Responsibility of the School Board of Broward County, FL | <u>\$0</u> |
|--|------------|

| | |
|--------------------------|---------------------|
| Total Subcontract | <u>\$TBD</u> |
|--------------------------|---------------------|

Attachment 4 Scope of Work

This subcontract is between the Florida State University (FSU) and the School Board of Broward County, Florida for the support of a full time employee of the School Board of Broward County, Florida to serve as an Intervention Training and Support Specialist (ITSS) for Reading First schools in the district in support of the state's *Reading First* Intervention Services Grant to FSU for the period of TBD. The ITSS will be selected jointly by the school district and by the Director of Reading First Intervention Projects at the Florida Center for Reading Research.

Scope of Work

Scope of Work for Subcontract with the School Board of Broward County, Florida.

The goal of the district's ITSS for the 2004-2005 school year is to provide support and training to increase the effectiveness of reading interventions for struggling readers in Reading First schools within the district. The salary of the ITSS will be negotiated and paid by the school district, and the school district shall be reimbursed for the full-time ITSS salary costs through this subcontract. The district's ITSS will be supervised locally by the Director of Primary Education. The ITSS will be supported and trained to fulfill job responsibilities by the Director of Intervention Projects at FSU's Florida Center for Reading Research (FCRR). The ITSS will devote no less than 100% of the work day to the fulfillment of responsibilities in this role. The school district shall be responsible for providing internet and email access to the ITSS, as well as access to computer and printer facilities for the production of written reports to FCRR's Director of Reading First Intervention Projects.

The responsibilities of the ITSS will include:

1. Participate in training and instruction in high quality, scientifically based reading interventions under the direction of the Director of Intervention at FCRR. This may include travel to FCRR offices in Tallahassee for direct training, participating in video conferences through FCRR, reading and responding to assigned professional development readings, etc. FCRR will reimburse the School Board of Broward County, Florida for travel expenses incurred by the ITSS when participating in activities required by the Reading First Intervention Services Grant or at the request of the Director of Intervention Program.
2. Establish working relationships with designated Reading First schools in the district. These schools will be selected on the basis of: 1) their willingness to work within the program to improve the quality of interventions for struggling readers; 2) their ability to support at least one FTE (or two .5 FTE) that will be devoted to providing interventions either during or outside of the designated reading block.
3. Gather information and provide support for interventions in other Reading First schools in the district as time allows.
4. Work directly with the Intervention Specialists in participating schools to increase the quality of their interventions for struggling readers. This may be accomplished through modeling effective instructional procedures, providing training (or arranging training) in specific intervention programs, providing feedback and suggestions to intervention specialists, or providing systematic professional development in reading and reading instruction.