



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/794-2221 Fax: 813/794-2221
727/774-2221 TDD: 813/794-2484
352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

July 24, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: University of South Florida
USF-GCP Job-Embedded Principal Preparation Program

The University of South Florida conducts a job-embedded principal preparation program to prepare high-performing leaders for high-needs schools. The School District is participating with the University of South Florida for the job-embedded principal preparation program. The attached sub-agreement will allow the District to provide partial payment for candidates to intern as high-performing leaders while obtaining hands-on, direct, problem-based learning experiences in schools with high needs. The University of South Florida will compensate the District for an amount not to exceed \$382,136; there will be no additional cost to the District for program participation. Please reference the attached memo from Dr. John Mann, Assistant Superintendent for Curriculum and Instruction, for further information regarding this agreement. Nancy Alfonso, District Attorney, reviewed and approved this agreement on June 27, 2012.

Florida DOE Rule 6A-1.012(12)(f) allows contracting for services without competitive solicitations if state or federal law, a grant or a state or federal agency contract prescribes with whom the district school board must contract or if the rate of payment is established during the appropriations process. At this time, we respectfully request that The Board retroactively approve the attached agreement for the job-embedded principal preparation program with the University of South Florida from July 1, 2012. This agreement will continue through June 30, 2013.

Should you have any questions regarding this matter, please contact Dr. John Mann, Assistant Superintendent for Curriculum and Instruction. If you have any purchasing related questions regarding this agreement, please contact me.

KDG/vj
Attachments



District School Board of Pasco County

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Heather Fiorentino, Superintendent

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Contact: John Mann, Ed.D., x42650

DATE: July 11, 2012

FROM: John Mann, Ed.D., Asst. Supt. for Curriculum & Instructional Services

SUBJECT: **Subagreement #1735-1005-00-X between University of South Florida and District School Board of Pasco County**

The District School Board of Pasco County (District) has partnered with the University of South Florida and three other Gulf coast school districts for a job-embedded principal preparation program to prepare high performing leaders for high-needs schools. The program requires a ten-month assistant principal internship at high-need schools.

Approval of the attached *Cost Reimbursable Subagreement by and between The University of South Florida and The District School Board of Pasco County (Subagreement #1735-1005-00-X)* will allow the District to provide partial payment for candidates to intern as high-performing leaders during the contract year while obtaining hands-on, direct, problem-based learning experiences in schools with high needs (4 interns per year of the grant – 2012-2013 school year and 2013-2014 school year). Other district funds will be used to complete the employment costs of the candidates during their internships.

**COST REIMBURSABLE SUBAGREEMENT
BY AND BETWEEN
THE UNIVERSITY OF SOUTH FLORIDA
AND
THE DISTRICT SCHOOL BOARD OF PASCO COUNTY**

SUBAGREEMENT # 1735-1005-00-X

THIS SUBAGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN The University of South Florida Board of Trustees, a public body corporate ("University") and **The District School Board Of Pasco County ("Contractor")** for support to the grant entitled "USF-GCP Job-Embedded Principal preparation Program". For consideration of the mutual promises, covenants, and obligations contained herein, the **University** hereby retains the **Contractor** to undertake certain activities described in Attachment 1 in connection with the award by the Florida Department of Education ("Agency") Award # 291-RG411-3C001. The parties agree as follows:

I. PERIOD OF PERFORMANCE

The period of performance under this subagreement begins **July 1, 2012** and ends **June 30, 2013**. The contract term may be extended by mutual written agreement of the parties.

II. WORK PLAN / PROJECT ADMINISTRATION

The Contractor shall perform the activities described in Attachment 1 and will comply with all statutory requirements and applicable provisions of the **Agency** Grant guidelines and any special conditions contained in the award document from the **Agency** to the **University** (Attachment 4).

The **Contractor** agrees that such activities will be directed by:

The Contractor Project Director:

Name-Dr. John Mann
Title-Assistant Superintendent for Curriculum and Instructional Services
District name-Pasco
7227 Land O' Lakes Blvd
Land O' Lakes, FL 34638
813-794-2650
jmann@pasco.k12.fl.us

The Contractor Administrative Contact:

Name- Tammy Rabon
Title- Supervisor of Research and Evaluation
District name-Pasco
7227 Land O' Lakes Blvd
Land O' Lakes, FL 34638
813-794-2347
trabon@pasco.k12.fl.us



University Representatives:

Project Director:

Leonard Burrello
Department of Educational Leadership and Policy Studies
University of South Florida
4202 E. Fowler Ave., EDU 105
Tampa, FL 33620
813-974-4078
Burrello@usf.edu

Administrative Contact:

Laura Beagles
Sponsored Research Administrator
Division of Sponsored Research
University of South Florida
3650 Spectrum Blvd., Suite 160
Tampa, FL 33612-9446
(813) 974-5354 (813) 974-4962 FAX
lbeagles@research.usf.edu

All deliverables/invoices submitted by the **Contractor** must be approved in writing by the University's Project Director prior to payment by the **University** to the **Contractor**.

III. ALLOCATION OF FUNDS

Subject to the receipt of funds from the Agency, the University agrees to compensate the Contractor on a cost reimbursement basis, for an amount not to exceed **\$382,136**. Additional funds will be contingent upon satisfactory performance evaluations by the University and the availability of funds from the Agency. The Subagreement will then be modified accordingly in writing and signed by all parties to this Subagreement. All claims for payment will be in accordance with the budget outlined in Attachment 2. Funds **CANNOT** be rebudgeted without prior approval from the University. It is further agreed that all invoices (Attachment 3) should be submitted quarterly and reference the Subagreement Number, contain an original signature of an authorized official of the Contractor and should be sent to the University's Project Director or designee for approval (see Article II for the address).

The Contractor agrees to return to the University any overpayments due to unearned funds. Such funds shall be considered University funds and shall be refunded to the University within 45 days following the time the overpayment is discovered unless otherwise authorized by the University in writing.

The University's performance and obligation to pay under this Subagreement is contingent upon an annual appropriation by the Legislature, to the extent, if any, that appropriated funds are involved in the performance of this Subagreement.



The Contractor shall provide expenditure documentation in detail sufficient for a proper invoice evaluation and pre- and post-audit thereof.

The funds provided under this Subagreement may not be expended for the purpose of lobbying the Florida Legislature or a State of Florida agency.

IV. PAYMENT RESPONSIBILITIES

The University shall issue payment within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. Any penalty for delay in payment shall be in accordance with applicable law.

The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at (813) 974-2481.

V. INDEPENDENT CONTRACTOR

The relationship of the parties is that of mutually independent contractors. Each party and its officers, employees, agents, subcontractors, or other contractors shall not be deemed by virtue of this Subagreement to be the officers, agents, or employees of the other party. Each party assumes the risk of all liability arising from its respective activities pursuant to this Subagreement and from the acts or omissions of its respective officers, agents, and employees.

VI. AUDIT REPORTS

Contractor agrees to comply with the requirements of OMB Circular A-133. Contractor further agrees to provide University with copies of any of the independent auditors' reports that present instances of non-compliance with federal laws and regulations, which bear directly on the performance, or administration of this Subagreement. In cases of such non-compliance, Contractor will provide copies of responses to auditors' reports and a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be available for inspection by the University or the Agency during normal business hours.

Contractor agrees to comply with the requirements of the Florida Single Audit Act (Chapter 215.97 Florida Statutes). This Act sets audit requirements for nonstate entities that receive state financial assistance equal to or in excess of \$500,000 in any fiscal year. Such entities 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 (USF) and to non-state agencies that receive state awards through another non-state entity.



The Contractor shall be responsible for payment of any and all audit exceptions that are identified by the audit agency and that are attributable to the Contractor. Payments to Contractor for costs found to be unallowable by such audit shall be refunded directly to the University by the Contractor.

VII. TERMINATION

This Subagreement may be canceled by the University without prior notice for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Subagreement. Pursuant to 1004.22 F.S., the parties shall make available, upon request, the title and description of the study, the name of the investigator, and the amount and source of funding provided for the study.

This Subagreement may be canceled by either party upon no less than thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of cancellation, only the percent of satisfactory progress actually achieved to the date of cancellation will be due and payable to the Contractor, as well as any non-cancellable obligations.

In the event that Contractor's project director becomes unable or unwilling to continue the project activities hereunder, and a mutually acceptable substitute is not available, University shall have the option to cancel this Subagreement.

VIII. NON-DISCRIMINATION

As condition of this contract the contractor agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are here incorporated by reference.

IX. PUBLIC ENTITY CRIME

In accordance with F.S. 287.133(2)(a), a Contractor, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit bids or proposals, may not be awarded or perform work or transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for category Two for a period of thirty-six (36) months from the date placed on the list.

X. DELEGATION OF AUTHORITY

This Subagreement is valid and enforceable only upon being signed by persons authorized to bind the Contractor hereto, and by all persons required by Florida law or University policy to sign an agreement of this nature in order to bind the University hereto.



XI. PROTECTION OF HUMAN SUBJECTS AND VERTEBRATE ANIMALS

The **Contractor** bears full responsibility for the proper and safe performance of Research involving the use of human subjects under this Agreement. If human subjects are used, their rights and welfare will be protected under 45 CFR Part 46, "Protection of Human Subjects", and the **Contractor** will send a copy of current IRB approval to the **University**.

The **Contractor** bears full responsibility for the proper and safe performance of Research involving the use of vertebrate animals under this Agreement. If any vertebrate animals are used, they will be protected under 9 CFR Chapter 1, Subchapter A, Parts 1, 2, and 3, "Animal Welfare", and the **Contractor** will send a copy of current IACUC approval to the **University**.

IN WITNESS WHEREOF, the parties have caused this Subagreement, which includes Attachments 1, 2, 3 and 4, to be executed by their undersigned duly authorized officials.

The University of South Florida
Board of Trustees, a public body corporate

Reviewed by:

SIGNED BY:

Leonard Burrello
University Project Director
College of Education

Rebecca Puig
Director
Division of Sponsored Research

DSR Review: _____

Dean's Office Review: _____

THE DISTRICT SCHOOL BOARD OF PASCO COUNTY
7227 Land O' Lakes Blvd
Land O' Lakes, FL 34638

Signature of Authorized Representative of Contractor
Title: _____



ATTACHMENT 1

SCOPE OF WORK

SUBAGREEMENT # 1735-1005-00-X

1. Designated representative (John Mann) to serve on the Governance Committee of the Gulf Coast Partnership (GCP) that includes Manatee, Pasco, Pinellas, and Polk County School Districts and select others to represent the Partnership on all matters related to this initiative and will attend monthly meetings or as schedule to conduct the work of Partnership in alignment with Florida Department of Education.

2. Work collaboratively with the GCP to effectively implement all GCP initiatives and efforts.

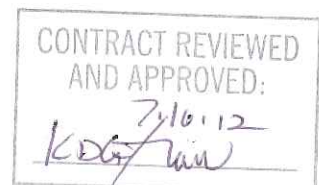
3. Coordinate the budgetary spending with USF contracts and grant staff to ensure all expenses related to the implementation of the project are appropriately distributed.

Tasks expected to be accomplished include but not limited to the following:

- A. Annual Intern selection, assignment, and preparation leading to certification as a school administrator;
- B. Annual Residency selection, assignment, and preparation leading to certification as a school administrator;
- C. Mentor selection, matching, coaching, and engagement with project preparation and training activities
- D. Sharing documentation related to GCP initiative and dissemination
- E. Participate in selected in preparation and dissemination activities
- F. Participate in intern and residency evaluation
- G. Participate in GCP evaluation and modification of seamless 25 month principal preparation model and reporting to Florida Department of Education

4. Deliverables (Quarterly – October 31, 2012, January 8, 2013, March 29, 2013 and June 28, 2013)

- A. Selection, assignment, and evaluation of participants progress throughout the program
- B. Products developed locally related to GCP participant selection, assignment, and preparation in all phases for state reporting and dissemination
- C. Reporting on the status of job placements of participants who have completed the GCP program



**ATTACHMENT 2
BUDGET
SUBAGREEMENT # 1735-1005-00-X**

7/1/2012 – 6/30/2013

| | | | |
|------|------|----------------------------------|--------------|
| 7300 | 0110 | Administrative Intern Salary (4) | \$137,286.20 |
| 7300 | 0110 | Mentor principal supplement (4) | \$8,216.00 |
| 7300 | 0210 | Retirement | \$7,682.52 |
| 7300 | 0220 | Social Security | \$11,130.92 |
| 7300 | 0230 | Group Insurance | \$18,960.00 |
| 7300 | 0291 | Flex benefits | \$474.00 |
| 7300 | 0330 | Travel | \$527.71 |
| 7200 | 0791 | Indirect Costs (estimated 3.8%) | \$6,790.65 |
| | | Total Budget | \$191,068.00 |

If Subcontractor is subject to the federal Cost Accounting Standards, Subcontractor represents that it has a Cost Accounting Standards review process and that all budget items provided to the University under this subcontract meet applicable Cost Accounting Standards. Subcontractor agrees to be responsible for any audit exceptions and repayment for any direct cost items determined not allowable in a subgrant audit.

CONTRACT REVIEWED
AND APPROVED:
KAG/aw 7/16/12

**ATTACHMENT 3
SAMPLE INVOICE
SUBAGREEMENT # 1735-1005-00-X**

Contractor Agency Name and Address:

| |
|---|
| District School Board of Pasco County 7227 Land O' Lakes Blvd Land O' Lakes, FL 34638 |
|---|

Period Covered:

| | Budget | Previous Expenses | Current Expenses | Cumulative Expenses | Balance |
|-----------------------|---------------|--------------------------|-------------------------|----------------------------|----------------|
| Salaries (Employee 1) | | | | | |
| Salaries (Employee 2) | | | | | |
| Salaries (Employee 3) | | | | | |
| Salaries (Employee 4) | | | | | |
| Benefits | | | | | |
| Travel | | | | | |
| Total Direct Costs | | | | | |
| F&A | | | | | |
| Total Costs | | | | | |

Contractor will submit quarterly invoices and reports according to the budget in Attachment 2. Attach copies of back-up documentation (pay registers and official ledgers).

I certify that the above figures are an accurate accounting and in compliance with applicable federal cost principles (OMB Circulars A-21, A-87 or A-122; 48 CFR Part 31.2; or 45 CFR Part 74, Appendix E).

Signature of Authorized Representative

Title

Print Name

Date

Title

| |
|--|
| CONTRACT REVIEWED AND APPROVED: 7-16-12  |
|--|

Invoicing Instructions for Cost Reimbursement Subagreements

All costs to be charged directly to a federal account must be allowable as defined in OMB Circular A-21, Cost Principles for Educational Institutions, that is, they must meet all of the following criteria:

- Reasonable
- Benefit the project
- Specifically identified with the project
- Can be allocated easily and accurately

1. The invoice must be printed on company letterhead
2. The invoice must be signed by an authorized representative
3. All costs submitted for reimbursement must be documented and fully accounted for in the Contractor's business systems. University may request copies of invoice documentation, as needed. Acceptable documentation includes:

- a. **Salaries/Wages/Benefits:** Official payroll registers verifying amounts paid per individual including rate, benefits and applicable taxes and fees and the time period for which payment was made.
- b. **Rent:** A copy of the lessor invoice. In addition, indicate the number of square feet occupied and the rate per square foot. Indicate how the space is being used, e.g.: occupants, laboratories, classrooms, etc.
- c. **Travel:** Copies of individual travel vouchers. All travel expenses reimbursed under this Subagreement may be in accordance with the provisions of the travel allowances established by the Contractor, per F.S. 1004.22. Travel vouchers must include purpose of travel as it relates to the subagreement statement of work.
- d. **Educational/Training Materials:** Copies of invoices must state how the expense provides a direct benefit to the program.
- e. **Printing/Duplication:** Copies of invoices including a description of the materials produced.
- f. **Other costs** require copies of invoices and a justification as to how the charge provides a direct benefit to the program.
 - Do not round off figures. Actual expenditures must be reported in dollars and cents.
 - Items for which reimbursement is requested must be identified in the budget contained in Attachment 2. Other costs will be disallowed.



ATTACHMENT 4
SUBAGREEMENT # 1735-1005-00-X
AGENCY GUIDELINES
(See following page)

CONTRACT REVIEWED
AND APPROVED:
7/6/12
KDG/ma

**Florida Department of Education
Cooperative Agreement Notification**

Revised Copy

| | |
|---|---|
| 1 AGREEMENT RECIPIENT University of South Florida | 2 AGREEMENT NUMBER 291-RG411-3C001 |
| 3 AGREEMENT/PROGRAM TITLE Race to the Top-Job-embedded Principal Preparation Programs <p align="center">TAPS 13AT26</p> | 4 AUTHORITY: 84.395A Race to the Top Fund |
| 5 AMENDMENT INFORMATION Amendment Number: Type of Amendment: Effective Date: | 6 AGREEMENT PERIODS Budget Period: 07/01/2012 - 06/30/2013 Program Period: 07/01/2012 - 06/30/2014 |
| 7 AUTHORIZED FUNDING Current Approved Budget \$ 1,160,760.00 Amendment Amount Total Agreement Amount \$ 1,160,760.00 | 8 REIMBURSEMENT OPTIONS Federal Cash Advance |

9 TIMELINES

| | |
|--|-------------------|
| Last date for incurring expenditures and issuing purchase orders: | <u>06/30/2013</u> |
| Date that all obligations are to be liquidated and final disbursement reports submitted: | <u>08/20/2013</u> |
| Last date for receipt of proposed amendments: | <u>06/30/2013</u> |

Refund date of unexpended funds: mail to DOE Comptroller, 325 W. Gaines Street,
 914 Turlington Building, Tallahassee, Florida 32399-0400:
 Date for program report: mail to appropriate program office.

| | |
|---|--|
| 10 DOE CONTACTS Program: Julie Orange Phone: (850) 245 - 7804 Email: Julie.Orange@fldoe.org Grants Management: Unit A (850) 245-0496 | 11 DOE FISCAL DATA DBS: 03 90 10 EO: G4 Object: 790035 |
|---|--|

12 TERMS AND SPECIAL CONDITIONS

This Agreement and any amendments are subject to the procedures outlined in the Agreement Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs.


For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.


2 CFR 176.210(b) and (d), provides that recipients are to require their subrecipients to specifically identify Recovery Act funding on their Schedule of Expenditures of Federal Awards (SEFA) by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA and as separate rows on the Data Collection Form (SF-SAC) required by OMB Circular A-133. Further, in identifying Recovery Act expenditures, the prefix "ARRA" must be used in the name of the Federal program. The information allows the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

Funds are available via Federal Cash Advance up to the amount budgeted and approved for each quarter as follows:

| Year One | Year Two | Year Three | Total |
|---------------|-----------------|-----------------|-----------------|
| \$ 191,657.00 | \$ 1,160,760.00 | \$ 1,147,369.00 | \$ 2,499,786.00 |

13 APPROVED:

| | |
|--|----------------------------|
|  Authorized Official on behalf of Gerard Robinson Commissioner of Education | 6/15/12 Date of Signing |
|--|----------------------------|



CONTRACT REVIEWED
 AND APPROVED:


**INSTRUCTIONS
AGREEMENT AWARD NOTIFICATION**

- 1 Agreement Recipient: Agency, Institution or Non-Government entity to which the Agreement is awarded.
- 2 Agreement Number: This is the agency number, grant number, and Agreement code that must be used in all communication. (Agreements with multiple Agreement numbers will have a separate DOE 400 for each Agreement number).
- 3 Agreement Description: Title of program and/or Agreement. TAPS #: Departmental tracking number.
- 4 Authority: Federal Grants - Public Law or authority and CFDA number.
- 5 Amendment Information: Amendment number (consecutively numbered), type (programmatic, budgeting, time extension or others) in accordance with the Agreement Application and Amendment Procedures for Federal and State Programs (Green Book), and effective date.
- 6 Agreement Periods: The periods for which the Agreement budget and program are in effect.
- 7 Authorized Funding: Current Approved Agreement (total dollars available prior to any amendments); Amendment Amount (total amount of increase or decrease in Agreement funding); Estimated Roll Forward (roll forward funds which have been estimated in to this Agreement); and Total Agreement Amount (total dollars awarded for this Agreement).
- 8 Reimbursement Options:
 - Federal Cash Advance –On-Line Reporting required monthly to record expenditures.
 - Advance Payment – Upon receipt of the Project Award Notification, up to 25% of the total award may be advanced for the first payment period. To receive subsequent payments, 90% of previous expenditures must be documented and approved by the Department.
 - Reimbursement of Expenditures – Payment made upon submission of documented allowable expenditures.
 - Reimbursement with Performance - Payment made upon submission of documented allowable expenditures, plus documentation of completion of specified performance objectives.
- 9 Timelines: Date requirements for financial and program reporting/requests to the Department of Education.
- 10 DOE Contacts: Program contact for program issues, Grants Management Unit for processing issues, and Comptroller's Office number for payment information.
- 11 DOE Fiscal Data: A unique payment number assigned by the Department of Education.
- 12 Terms and Special Conditions: Listed items apply to this Agreement.
- 13 Approved: Approval signature from the Florida Department of Education and date signature was affixed.

