



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing
Michael J. Woodall, CPPO, Purchasing Agent
813/794-2221 Fax: 813/794-2111
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September 18, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: A Plus Educators

As a Local Education Agency (LEA), the District must make provisions for eligible non-public schools to participate in appropriate federal programs. This year the Diocese of St. Petersburg communicated a desire for Common Core State Standards and data driven decision-making professional development. Under special conditions the District is permitted to enter into agreements with vendors to provide professional development. Please refer to the attached memo from Peggy Jones, Director, Research and Evaluation Services, for additional information.

The attached agreement with A Plus Educators was reviewed and approved by Nancy Alfonso, Board Attorney, on August 24, 2012. Dr. John Mann, Assistant Superintendent for Curriculum and Instruction, approved the agreement on August 28, 2012. The estimated cost for this service will be \$15,738 and will be paid from Title II, Part A Teacher and Principal Recruitment Funds.

At this time, we are requesting the Board to approve the attached agreement with A Plus Educators. If you have any questions please contact Ms. Jones or me at your earliest convenience.

MJW

Date/Time: September 12, 2012 07:55:00



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

Research and Evaluation Services

Tammy Rabon, Supervisor

813/794-2347 Fax: 813/794-2116

727/774-2347 TDD: 813/794-2484

352/524-2347 e-mail: trabon@pasco.k12.fl.us

#054-13

September 18, 2012

To: Michael J. Woodall, Purchasing Agent

From: Tammy Rabon, Supervisor, Research and Evaluation Services
Peggy Jones, Director, Research and Evaluation Services *JR*

Subject: Agreement between A+Educators and the District School Board of Pasco County

As a Local Education Agency (LEA), the District School Board of Pasco County must make provisions for eligible non-public schools to participate in appropriate federal programs. Each year, a Grants Fair is held through which non-public schools are provided information and the opportunity to indicate their interest to access services funded by federal programs. Following the Grants Fair, consultation conferences are held through which decisions are reached about which avenues for professional development offered by the school district meet the eligible schools' needs.

This year, three non-public schools (Bishop Larkin Catholic School, Bishop McLaughlin Catholic School and Saint Anthony Catholic School) asked that the Diocese of St. Petersburg represent their individual schools. The Diocese identified in a needs assessment the desire for Common Core State Standards and data driven decision making professional development. At this time, the district's capacity to offer professional development in CCSS and instructional design based on those school's data is limited.

As fiscal agent for the federal program funds (Title II, Part A Teacher and Principal Recruitment Funds, in this case), the district can enter an agreement with a vendor to provide limited scope professional development once it determines that it is unable to provide the professional development in an approved/authorized educational endeavor.

Please submit the attached agreement between A+Educators and the District School Board of Pasco County for Board approval.

cc: John Mann, Assistant Superintendent for Curriculum and Instructional Services

**AGREEMENT BETWEEN THE
PASCO COUNTY SCHOOLS
AND
A PLUS EDUCATORS, LLC**

This Agreement is entered into by and between the Pasco County Schools, 7227 Land O' Lakes Blvd., Land O' Lakes, FL 34638, hereinafter referred to as "District," and A Plus Educators, LLC, 7227 North 16th Street, Suite 190, Phoenix, Arizona, 85020, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the District is required to provide professional development services to private non-profit schools under ESEA Title II, Part A; and,

WHEREAS, the Diocese of St. Petersburg has and operates 3 schools that are located within the attendance boundaries of the District that are eligible to participate and would receive such services under the Elementary and Secondary Education Act (ESEA) Title II, Part A from the District; and,

WHEREAS, the Diocese of St. Petersburg has identified Consultant as a provider that they are interested in receiving such services from; and,

WHEREAS, the District does not have sufficient staff available to provide such required services; and,

WHEREAS, Consultant is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform the required services.

NOW, THEREFORE, District and Consultant agree as follows:

I
TERM

The Agreement shall run from August 1, 2012 through June 30, 2013.

CONTRACT REVIEWED
AND APPROVED:

Zhu 7.10.12

II

RESPONSIBILITIES OF CONSULTANT

Consultant agrees to provide St. Anthony Catholic School, Bishop Larkin Catholic School, and Bishop McLaughlin High School comprehensive professional development services to implement the Common Core State Standards as follows:

Implementation- August 2012: All teachers and administrators will focus on a comprehensive session on unit planning, backward design, big question essential questions, Bloom's Taxonomy, vertical progression, common core state standards by grade levels.

Trainer-Administrators and instructional coaches will participate on October 2, 2012: "Train the trainer" session with a goal to prepare the instructional coaches to lead and support the implementation of the CCSS in their respective schools. Training will include expectations, timelines and approval of plans.

October 18, 2012: Unpacking the Common Core Standards- Principals, instructional coaches and teachers will focus on unpacking the common core standards. Training will include understanding how to unpack the standards with half the day focused on sharing expectations, timelines, approval of plans, and review of sample unit plans. High schools will receive training on unit planning and the integration of literacy skills across the grade levels and curriculum.

February 15, 2013: Train the Trainer- Review and evaluate the progress of the schools in unpacking the CCSS and development of unit plans. Instructional coaches and principals will identify the teachers that may need additional support and establish appropriate on-site support and training sessions. Strategies and resources for support training will be reviewed.

June 14, 2013: Reflective- Administrators and instructional coaches will review and evaluate the process, plan, and attainment of expected goals and prepare for the implementation of the training for the next school year.

Participants will learn how to:

Make sense of the CCSS including backward design, essential questions and attention to the level of thinking;
Translate and integrate the CCSS into the school's curriculum · Develop support strategies and the role of the instructional leader · Align all aspects of the curriculum to impact student achievement.

The District School Board of Pasco County only authorizes participants (approximately 57 -- including principals, administrators, instructional coaches, and core academic teachers) from the following Schools: St. Anthony Catholic School, Bishop Larkin Catholic School, and Bishop McLaughlin High School. Attendance rosters will be compared to invoices for services to determine payment is appropriate prior to payment.

The cost to participate in the Common Core State Standards Workshop sessions is \$129 per participant per workshop. The estimated cost for the three schools to participate in the CCSS Workshops is \$15,738.

III

RESPONSIBILITIES OF DISTRICT

District shall perform the following services:

- A. District shall make known and available to Consultant all District policies and procedures applicable to this contract.



IV
COMPENSATION

District shall pay Consultant for services rendered as described below provided under this Agreement a total not to exceed \$ 15,738.00 for the period August 1, 2012 through June 30, 2013.

- A. **Consultant will invoice District for each attendee at each session as that session is completed.**
- B. No payment shall be made unless and until the District verifies that all services for which payment is requested have been fully and satisfactorily performed. Consultant shall submit to District any documentation necessary to substantiate the full and satisfactory performance of the services of which payment is requested. The District administrator who will verify the services have been performed and approve the invoice is: _____.
- C. Approved payments will be made within thirty (30) days following receipt by District on invoicing from Consultant. Payment shall be made from the ESEA Title II, Part A, District funds allocated for equitable services to private schools.
- D. Consultant admits knowledge of and agrees that District's obligation hereunder for payment of compensation is limited to and expressly subject to receipt of funds for this program. In the event such funds are not received by District, the District shall have liability for payment to Consultant only for work performed prior to termination of this Agreement for lack of funds.

All services shall commence after receipt by Consultant of a Purchase Order issued by District which references this Agreement and designates the services, provided by the Consultant, as specified in Section II and the appendices in accordance with this Agreement.

Invoices shall be payable to the Consultant on a Net 30 day basis after receipt and acceptance of invoice. All invoices submitted by Consultant shall reference the appropriate Purchase Order Number.

V
AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the District's governing board.

VI
TERMINATION

This Agreement may be terminated upon thirty (30) days written notice by either party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct.

VII
INDEPENDENT CONSULTANT

Consultant is, for all purposes arising under this Agreement, an Independent Consultant. No officer, agent or employee of Consultant of District shall be deemed an officer, agent or employee of the other party. Neither Consultant nor District, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

CONTRACT REVIEWED
AND APPROVED:

[Signature] 9.10.12

VIII
ASSIGNMENT

Neither Consultant nor District may assign or transfer any interest in this Agreement without the prior written consent of the other party.

IX
INDEMNIFICATION

A. To the fullest extent allowable by law, Consultant will defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, and/or disclosure of confidential information which might be obtained by Consultant during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

B. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this, and such action or proceeding names any of the Indemnified Parties as a party thereto, Consultant shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

C. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Consultant shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

X
OWNERSHIP

A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other material produced by Consultant under this Agreement shall be the sole and exclusive property of the District. No materials produced, either in whole or part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of the District.

B. District shall have unrestricted authority to publish, disclose, distribute and other use, copyright or patent any such materials produced by the Consultant under this Agreement.

C. This section shall not apply to materials being provided by Consultant which are already in existence or for which Consultant has already obtained copyright.

XI
NOTICES

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:



Consultant

Mr. Dennis L. Little
Vice President and Chief Financial Officer

7227 North 16th Street, Suite 190
Phoenix, AZ 85020

District

Pasco County Schools
7227 Land O' Lakes Blvd
Land O' Lakes, FL 34638

XII

CONTRACT DOCUMENTS

This Agreement constitutes the entire agreement between the parties, and set forth in the following additional documents: Appendix A through M. There are no understandings, agreements, or representations not specified in this Agreement. Consultant, by execution of the Agreement, acknowledges that the Consultant has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

XIII

DIVERSITY PROGRAMS

Consultant agrees to comply with any applicable District employment or contracting diversity programs, policies, or procedures.

XIV

AUDIT AND INSPECTION OF RECORDS

The Consultant shall maintain and the District shall have the right to examine and audit all the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., database, applications software database management software, utilities, etc.) sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the Agreement.

The Consultant shall make said evidence (or to the extent accepted by the District photographs, microphotographs or other authentic reproductions thereof) available to the District at the District's or the Consultant's offices (to be Specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Consultant shall, at no cost to the District, furnish assistance for such examination/audit. The Consultant shall keep and preserve all such records for a period of at least 3 years from and after final payment or if the agreement is terminated in whole or in part until after final agreement close-out. The District's rights under this section shall also include access to the Consultant's offices for the purpose of interviewing the Consultant's employees.

To the extent that Consultant will come into possession of student records incidental to this Agreement, Consultant agrees to comply with all requirements of the Family Educational Rights and Privacy Act. In the event that the District is required to furnish information or records pursuant to law statute, Consultant shall furnish such information and records to the District and the District shall have the right to release such information and records.

XV

CONFIDENTIALITY



This Agreement, all communications and information obtained by Consultant from District relating to this Agreement, and all information developed by Consultant under this Agreement, are confidential. Except as provided in this section, without the prior written consent of an authorized representative of District, Consultant shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Consultant shall inform District in writing of the nature and reasons for such disclosure. Consultant shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent.

At the conclusion of the performance of this Agreement, Consultant shall return to District all written materials constituting or incorporating any communications or information obtained from District. Upon District's specific approval, Consultant may retain copies of such materials subject to the requirements of this Section.

Consultant may disclose to any subcontractor, or District approved third parties, any information otherwise subject to this Section that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, Consultant shall obtain the subcontractor's written agreement to the requirements of this Section and shall provide a copy of such agreement to the District.

Consultant represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this Agreement without the prior written approval of District.

Consultant's obligation of confidence with respect to information submitted or disclosed to Consultant by District hereunder shall survive termination of this Agreement.

XVI
INSURANCE

Consultant shall not commence work nor shall it allow any subcontractor(s) to commence work under this contract until he has obtained and submitted to the District all required insurance hereunder and certificates evidencing such insurance.

Liability and Automobile carriers shall possess a current Best's Key Rating of A Minus (A-) or better.

A. General

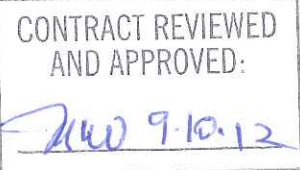
(1) As specified below, the Consultant shall maintain, or cause to be maintained, such insurance as will protect it and the District from claims under Workers' Compensation Acts, and such general liability insurance as will protect it and the District from claims for damages for personal injury, including death, and damage to property, which may arise from operations under this contract, whether such operations be by itself or by any subcontractor(s) or anyone directly or indirectly employed by either of them.

(2) Certificate of Insurance:

(a) Certificates shall be filed with the District' Strategic Sourcing and Contracts Department.

(b) Certificates shall have included the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice have been mailed to the St. Petersburg Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the



notice". Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the Insurance applies, expiration date, and the cancellation and reduction notice.

B. Workers' Compensation Insurance

(1) Consultant shall provide, during the life of this contract, Workers' Compensation Insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, Consultant shall require the subcontractor(s) similarly to provide Workers' Compensation Insurance for all the latter's employees. Any class of employee or employees not covered by the subcontractor's insurance shall be covered by Consultant insurance.

(2) In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statute, Consultant shall provide or shall cause a subcontractor(s) to provide, adequate insurance coverage for the protection of such employees not otherwise protected.

(3) A waiver of subrogation endorsement in favor of the District must also be provided (WC only) on premises.

(4) Consultant shall file with the District certificates of insurance and all required endorsements.

C. Commercial General Liability and Automobile Insurance

(1) Consultant shall maintain during the life of this contract, Commercial General Liability and Automobile Insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth.

(2) Amounts of Insurance:

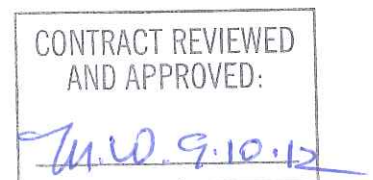
Commercial General Liability (including operations, products and completed operations) \$2,000,00.00 per occurrence/\$4,000,000.00 aggregate for bodily injury, personal injury and property damage. If insurance is on a claims made policy, tail coverage for the duration of the warranty must be provided.

Automobile Liability including Owned, Non-owned, Hired vehicles:
\$1,000,000.00 per accident, combined single limits

(3) The District will be named as an additional insured, pursuant to a separate endorsement, on the commercial liability and automobile liability policies.

(4) Consultant will provide the District with certificates of insurance and all required endorsements prior to commencing work.

INTENTIONALLY LEFT BLANK



In witness whereof, the parties have caused this Agreement to be executed on its behalf by a fully authorized representative(s).

This Agreement is signed below by the duly authorized representatives of the parties.

A Plus Educators, LLC

Pasco County Schools

By: 
(Signature)

By: _____
(Signature)

8/29/2012
Dennis L. Little
Vice President/CFO

APPROVED AS TO FORM AND LEGALITY

Date: _____

Date: _____

CONTRACT REVIEWED
AND APPROVED:
MW 9.10.12