



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

### Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2111

727/ 774-2221 TDD: 813/794-2484

352/ 524-2221 e-mail: nwestmor@pasco.k12.fl.us

May 20, 2014

### MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *NW*

SUBJECT: Close-Up Foundation  
Contract # 20140017769

Office for Teaching and Learning is requesting approval of the attached agreement with Close-Up Foundation. This agreement will offer two separate two-day citizenship trainings for up to 100 newly arrived immigrant students. Please reference the attached memo from Tammy Rabon, Senior Supervisor, Office for Teaching and Learning.

Expenditures for this two-day seminar will not exceed \$69,000, using Title III Immigrant Grant funds. Under the Department of Education Rule 6A-1.012(11) (b), the requesting of bids from three (3) or more sources is waived for the purchase of educational tests, textbooks, printed instructional materials where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency or a recognized educational institution. Close-Up Foundation is the producer and publisher of educational tests, textbooks, printed instructional materials (see attached).

Should you have any questions regarding this matter, please contact Tammy Rabon or Debra Reaves, Purchasing Services, at your earliest convenience.

NW/dr

Attachments

Date/Time: May 14, 2014 09:41:00



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

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Office For Teaching and Learning  
District, State and Federal Programs Division  
813/794-2590 Fax: 813/794-2112  
727/774-2590 TDD: 813/794-2590  
352/524-2590 [trabon@pasco.k12.fl.us](mailto:trabon@pasco.k12.fl.us)

**To:** HONORABLE SCHOOL BOARD MEMBERS  
**From:** Kurt S. Browning, Superintendent  
Ray Gadd, Assistant Superintendent for Administration  
**Subject:** Close Up Foundation

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### Introduction

The District School Board of Pasco County has an opportunity to use new grant funds (Title III Immigrant Grant) to provide acculturation to newly arrived immigrants (ages 3 – 21) who have been in the USA for three years or less.

### Description

The Close Up Leadership Summit will serve up to 100 middle and high school students in a two-day seminar. Students will learn the basic themes of American democracy, including activities for active citizenship. Learning materials, curriculum design and resources, as well as instructors, are included in a professional technical services contract.

### Recommendation

The staff respectfully requests the approval of The Close Up Leadership Summit professional technical services contract in the amount of \$69,000.



DISTRICT SCHOOL BOARD OF PASCO COUNTY  
STANDARD CONTRACT FORM  
PROFESSIONAL AND TECHNICAL SERVICES

NE <input checked="" type="checkbox"/>	W-9 <input checked="" type="checkbox"/>	CB <u>N/A</u>	Ins <u>Pending</u>
EPLB <input checked="" type="checkbox"/>	FL DS <input checked="" type="checkbox"/>	SunBiz <input checked="" type="checkbox"/>	(Purchasing Use Only)

Requisition # \_\_\_\_\_  
Contract # 2014001776

THIS AGREEMENT, entered into as of the 8 day of May, 2014 by and between the District School Board of Pasco County, Florida, hereinafter referred to as the Board and Close Up Foundation (Individual/company name) of 1330 Braddock Place, Suite 400 (address), Alexandria (city), State of VA, hereinafter referred to as the Consultant.

WITNESSETH THAT:

The Board and the Consultant do mutually agree as follows:

- This contract is for professional, technical, or personnel services. The Consultant is and shall remain an independent consultant and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
- The Consultant shall, in a satisfactory, competent, and professional manner, as determined by the Board, perform the following:

Provide two separate 2 day citizenship trainings for students on June 23-28 2014, serving 100 eligible 5-12th grade students.

The training will occur at WCHS Performing Arts Center.

The Board shall furnish services, data, and information, etc., to the Consultant as follows:

N/A

- The Consultant shall commence performance of this contract on the 23rd day of June, 2014 and shall complete performance to the satisfaction of the Board no later than the 26th day of June, 2014.

- The Board shall pay compensation and expenses to the Consultant as indicated. The honorarium for personal services shall be the standard ordinary and normal charges for the Consultant based upon their qualifications and the nature of services provided. If the Consultant is to be reimbursed for travel expenses, the expenses charged for travel shall not exceed those allowable under the customary practices and policies by the Board.

All inclusive flat rate of \$69,000.00

CONTRACT REVIEWED AND APPROVED:

NW 5.8.14  
(Purchasing Use Only)



The Board shall remit payment of the compensation in Section 4 as follows:

Pending and executed purchase order successful completion of services and receipt of proper invoice.

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6. It is agreed that this is a "flat fee" contract. At no time will the amount paid to the Consultant exceed the amount in Section 4 without a written amendment endorsed by both the Board and the Consultant.
6. The Consultant shall maintain such records and accounts as will assure a proper accounting of compensation and reimbursement of expenses. These records will be retained for a period of three years and shall be made available upon request by the Board for audit purposes.
7. The Consultant shall make financial, program, progress, evaluation, and any other reports as may be requested from time to time by the Board.
8. The Consultant shall not assign, subcontract, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this contract.
9. The Consultant shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. The Consultant shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this contract. Also, all the funds, services, materials, property, etc. inclusive in this contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.
10. The Consultant may publish and copyright the results of this contract without prior review by the Board, providing that
  - a. Such publications acknowledge that the performance of this contract was supported by the Board.
  - b. The Board reserves a royalty free, nonexclusive or irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all the materials.
  - c. Consultant shall furnish twenty (20) copies of each publication to the Board and additional copies are available free upon request.
  - d. Such actions are in compliance with Chapter 288, Florida Statutes.
11. Any discovery or invention arising from, or developed as a result of this contract shall be promptly reported to the Board to determine whether patent protection shall be sought to protect the public interest. Neither the Consultant nor any individual employee under this contract shall have proprietary interest in any such discovery.
12. This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events.
13. Consultant, Close Up Foundation, its individual members, officers, personnel, employees, agents, contractors, and assigns (hereinafter Consultant) hereby agrees to protect, defend, indemnify, release, and hold the District School Board of Pasco County, its individual members, schools, personnel, employees, agents and assigns (hereinafter collectively referred to as School Board) harmless from and against any and all claims or law suits for damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless, or intentional acts of Consultant.

CONTRACT REVIEWED AND  
APPROVED:

NW 5-8-14  
(Purchasing Use Only)

This form is a release, waiver, indemnification agreement, and hold harmless agreement, which acts to protect and release the School Board from any and all damages or injuries which may result from your participation in the aforementioned event.

Consultant agrees to release the School Board and hold the School Board harmless for any injuries or damages suffered by Consultant arising out of participation in the aforementioned event, regardless of whether such injuries or damages arise out of the accidental, negligent or reckless acts of School Board, or some third party.

Consultant agrees to protect, defend, indemnify, pay, and reimburse School Board for any and all claims paid, damages paid, judgments, attorney fees, costs, payments, and medical bills incurred by the School Board resulting from claims or lawsuits arising out of Consultant's participation in the aforementioned event, and which are caused or materially contributed to by the negligent, reckless, or intentional acts of Consultant.

Consultant agrees that should any portion of this form be held invalid under controlling Florida law, then the remainder of this form shall remain intact and in force, to the extent that it is not invalid under controlling Florida law. Consultant specifically acknowledges that its individual duty to indemnify the School Board for the above-referenced liability is not dependent on the validity of any other portions of this document, including the release of liability.

14. The Board may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation which are mutually agreed upon by and between the Board and the Consultant, must be incorporated in written amendment to this contract.
15. Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate court in and for Pasco County, State of Florida.
16. This contract and/or any and all parts thereof can be terminated without cause upon 10 days written notice by either party. Upon termination, the Consultant shall receive compensation and expenses to the date of termination, provided Consultant has fully performed as stated herein up to the termination and has not breached the terms and provisions of this contract.
17. The Consultant agrees that all papers, documents, evaluations, product, etc. are the property of the Board.
18. EMPLOYMENT/EMPLOYEE BACKGROUND CHECKS

- a. Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by the Office for Human Resources and Educator Quality. If any of the above apply to this contract, you must have those individuals Level 2 fingerprinted and screened by the District's Human Resource Department prior to commencement of services or work.
- b. The Company/Consultant shall be fully and solely responsible (the liabilities and responsibilities of the employees are not eliminated) for all matters regarding the personal safety of school personnel and students. By signing this document you are attesting to the fact that your employees working on School Board property, have been properly screened, Level 2 (criminal background checks, fingerprinting, etc.) in accordance with Florida State Statute 1012.32(2)(a) and 1012.465(1) and have not been found guilty or pled guilty or no contest (no contest) regardless of adjudication, to any crime listed in State Statute 435.04, including but not limited to: murder, rape, molestation, aggravated assault, aggravated battery, kidnapping, sexual battery, lewdness and indecent exposure, incest, child abuse, negligent treatment of children, etc. Any costs associated with the screening are the sole responsibility of the Company/Consultant.

#### 19. INSURANCE

The Vendor/Proposer shall purchase and maintain insurance for protection from claims under worker's compensation acts; claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Vendor's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Vendor is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A" or better by Best's Key Rating Guide.

CONTRACT REVIEWED AND  
APPROVED:  
  NW   5-8-14  
(Purchasing Use Only)



Limits of coverage shall be:

Coverage:	Minimum Required:
1. Worker's Compensation	Statutory
2. General Liability	Combined Limit
Bodily Injury: Each Person	\$1,000,000.00
Bodily Injury: Each Accident	\$1,000,000.00
Property Damage: Each Accident	\$1,000,000.00
3. Automobile Liability & Property Damage	Combined Limit
Bodily Injury: Each Person	\$200,000.00
Bodily Injury: Each Accident	\$500,000.00
Property Damage	\$100,000.00

The Owner shall receive thirty (30) days' prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Vendor shall procure substitute insurance so as to assure the Owner that the limits of coverage are maintained continuously throughout the period of this agreement.

**20. CONFIDENTIAL INFORMATION**

Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business plans, employees and students' personal information, clients, technology, and products, including the terms and conditions of this agreement ("confidential information"); confidential information will include, but not be limited to, each party's proprietary software and customer, employee, student information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need to know basis), any of the other party's confidential information and will take reasonable precautions to protect the confidentiality of such confidential information.

"Owner" refers to the party disclosing proprietary information hereunder, whether such party is the District School Board of Pasco County or vendor and whether such disclosure is directly from Owner or through Owner's employees or agents; and "Recipient" refers to the party receiving any proprietary information hereunder. Recipient hereby acknowledges and agrees that the proprietary information shall remain the sole and exclusive property of Owner. The disclosure of the proprietary information to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the proprietary information, except as provided under this agreement. Recipient shall protect the proprietary information of Owner the same degree of protection and care Recipient uses to protect its own proprietary information, but in no event less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's confidential information.

Exceptions: Information will not be deemed confidential information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this agreement by the receiving party; or (iv) is independently developed by the receiving party.

*District Employee MUST be with  
 vendor at all times, vendor must be  
 on through Rastopoulos Per Lydia RAY,  
 Employee manager, HR.*

CONTRACT REVIEWED AND  
 APPROVED:  
*MW 5.8.14*  
 (Purchasing Use Only)

21. Other provisions: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Board and the Consultant have executed this agreement as of this date.

ATTEST:

DISTRICT SCHOOL BOARD OF PASCO COUNTY

PROFESSIONAL CONSULTANT

By: [Signature] Superintendent or Purchasing Agent      By: [Signature] Consultant

By: [Signature]  
Department/School Administrator

Social Security #: \_\_\_\_\_  
(or) E.I.N. 23-7122882

By: \_\_\_\_\_  
Board Chair (If Over \$50,000)

Mailing Address:  
Close Up Foundation

Recorded in Board Minutes:  
\_\_\_\_\_

1330 Braddock Place, 4th Floor  
Alexandria, VA 22314

Date

Req. # 32942

# PROPOSAL

**CLOSE UP**  
WASHINGTON DC

- TO** • Executive Director - Mary Grace Sabella  
Title III Program Administrator Division of ESOL and World Languages
- FROM** • Close Up Foundation
- RE** • Close Up - Leadership Summit of New Americans
- DATE** • April 1, 2014

**DESCRIPTION:** For Title III Immigrant Grant program to serve up to 100 students throughout the district. Students from 6th-12th grade will attend two separate 2-day seminars in June 2014. The program will teach students the basic themes in American democracy and expose students to fundamental principals of republican government in the United States. Analysis of the traditions of pluralism and opportunity will offer insight and foster confidence for active citizenship. All students will complete a community service project and have access to resources and materials to help prepare them for the summit. Curriculum design, program implementation and educational resources and materials will be provided by Close Up. All instructors meet the requirements of the Jessica Lunsford Act and fully insured through Close Up.

<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Amt.</u>
100	Current Issues textbooks and all Close Up in the Class online resources	\$ 40.00	\$ 4,000.00
100	Customized student notebooks and Certificates of Completion	\$ 20.00	\$ 2,000.00
100	Materials and supplies for Summit	\$ 50.00	\$ 5,000.00
100	Curriculum design and pre-Summit materials and resources	\$ 50.00	\$ 5,000.00
4	Program Instructors (includes training)	\$ 7,500.00	\$ 30,000.00
1	Program Leader (includes training)	\$ 7,500.00	\$ 7,500.00
1	Curriculum Supervisor (includes training)	\$ 7,500.00	\$ 7,500.00
1	Speaker coordination and logistics	\$ 5,000.00	\$ 5,000.00
100	Pre- and Post-Program evaluation, synopsis and final report	\$ 30.00	\$ 3,000.00
<b>PROPOSED PROGRAM COST</b>			<b><u>\$ 69,000.00</u></b>

CONTRACT REVIEWED  
AND APPROVED:  
NW 5.8.14



Close Up Foundation  
1330 Braddock Place, Suite 400  
Alexandria, VA 22314  
800.256.7387 phone  
866-236-2015 fax

April 23, 2014

Re: Close Up Exclusivity

To Whom It May Concern:

The Close Up Foundation is a sole source service provider for the professional services delivered as part of the Leadership Summit that will teach 100 immigrant students in grades 8-12 the basic themes in American democracy. Educational resources and materials will also be sole sourced by the Close Up Foundation.

The student program is designed to guide students to a greater understanding of the rights and responsibilities of citizenship, and to motivate them to become active, engaged individuals at the local, state and national levels. All curriculum is designed and will be implemented by our highly-trained staff. All materials and resources provided, including *Current Issues* textbooks and the student notebooks, have been designed, written and developed by Close Up Foundation.

Close Up Foundation is a nonprofit, nonpartisan organization committed to helping students become more effective and informed citizens. Since 1971, Close Up has remained steadfast in our dedication to civic awareness by serving over 800,000 students and teachers, and we look forward to continuing to involve students from Pasco County in that mission.

Thank you,



Mia Charity  
Chief Development Officer  
Close Up Foundation