

SUBCONTRACT AGREEMENT

Between

Hernando/Gulf Coast Academy of Science & Technology County School District
10444 Tillery Rd, Spring Hill, FL 34608

And

University of Central Florida
12201 Research Parkway, Suite 501, Orlando, FL 32826

This Agreement made and entered into by and between the Hernando/Gulf Coast Academy of Science & Technology County School District (GCA) and the University of Central Florida (UCF), acting by and on behalf of it's Board of Trustees.

The terms of this Agreement are intended to provide the administrative framework for GCA and UCF (the Parties) to cooperate in the performance of this project. UCF shall make all reasonable efforts to perform the scope of work as outlined in Appendix A.

It is understood this is a subcontract under GCA's prime award, which is incorporated by reference into this Agreement:

- A) CFDA Number: 84.828A
- B) CFDA Title: Title V, Part B, Subpart 1 of the Elementary and Secondary Education Act of 1965, as amended by the No Child Left Behind Act of 2001
- C) Award Name: Public Charter Schools Grant Program 2008 Dissemination Grant
- D) Award Number: 270-2986A-9C001 (TAPS 09C098)
- E) Award Year: 2008-2009
- F) Federal Agency: Florida Department of Education

ARTICLE I - STATEMENT OF WORK

UCF shall provide all the necessary personnel and facilities to conduct the work of this agreement as per Appendix A.

ARTICLE II - PERIOD OF PERFORMANCE

This Agreement shall begin on January 1, 2009 and shall not extend beyond August 31, 2009 unless the period is extended by modification of this Agreement.

ARTICLE III – FINANCIAL SUPPORT

This is a fixed price Agreement in the amount of Nine Thousand Dollars (\$9,000.00). The payment schedule for this agreement will be: \$4,500.00 due upon execution of this agreement; and the remaining \$4,500.00 due within 30 days of receipt of the final report.

ARTICLE IV – ADMINISTRATIVE CONSIDERATION

The policies of UCF concerning all financial expenditures shall meet all applicable state and federal regulations.

ARTICLE V - ADMINISTRATIVE PERSONNEL

GCA

Technical:

Joseph Gatti
Dia Curr. & Inst. - GCA
10444 Tillery Rd.
Spring Hill, FL 34608

Phone: 352-688-5092

Fax: 352-688-5095

E-Mail: gattij5@gulfcoastacademy.org

Contractual:

Nevin Siefert
Dic. Administration - GCA
10444 Tillery Rd.
Spring Hill, FL 34608

Phone: 352-688-5092

Fax: 352-688-5095

E-mail: nsf@ Gulfcoastacademy.org

University of Central Florida

Technical:

Monifa Beverly, Ph.D.
College of Education
University of Central Florida
4000 Central Florida Boulevard
Orlando, FL 32816
Phone: (407) 823-0911
Fax (407) 823-3859
E-Mail: mbeverly@mail.ucf.edu

Contractual:

Paula Seigler, Proposal/Contract Manager
University of Central Florida
Office of Research & Commercialization
12201 Research Parkway, Ste. 501
Orlando, FL 32826
Phone: (407) 882-1126
Fax: (407) 823-3299
E-mail: pseigler@mail.ucf.edu

ARTICLE VI - AUDIT

All costs incurred in the performance of this Agreement will be subject to audit by the cognizant audit agency

ARTICLE VII - PUBLICATION

The parties agree that it is part of UCF's function to disseminate information and to make it available for the purpose of scholarship. GCA shall be furnished with copies of any proposed publication relating to this Agreement at least sixty (60) days in advance of presentation or publication. If GCA does not object in writing to such disclosure within thirty (30) days of receipt, UCF shall be free to proceed. In the event written objection is made, the parties shall negotiate in good faith an acceptable version of the proposed publication. UCF shall be free to publish after termination of this Agreement subject to confidentiality requirements.

ARTICLE VIII - EQUIPMENT

UCF will be accountable for and hold title to all equipment purchased under this Agreement and will be responsible for employing it for the overall purpose of the project.

ARTICLE IX - PATENTS

Inventions made solely by GCA faculty and staff under this Agreement will be solely owned by the GCA. Inventions made jointly by faculty and staff of both GCA and UCF will be owned jointly by GCA and UCF, who agree to jointly determine patent filing and licensing. Inventions made solely by UCF faculty and staff will be solely owned by UCF. All persons who perform any part of the work under this Agreement and who may be reasonably expected to make inventions, including screening compounds or materials synthesized, must be covered by this Agreement.

The parties agree that any existing background intellectual property and/or inventions and technologies of GCA, University and Investigator existing prior to the execution of this Agreement are their separate

The parties agree that any existing background intellectual property and/or inventions and technologies of GCA, University and Investigator existing prior to the execution of this Agreement are their separate property, respectively, and are not affected by this Agreement. Neither party shall acquire any claims to or rights in any background intellectual property and/or technologies in existence prior to the execution date of this Agreement.

"Background Intellectual Property" means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object and source code, data bases and works of Authorship, which were in existence, prior to the execution date of this Agreement. For the purposes of this Section, the "Making" of inventions shall be governed in accordance with 35 USC Section 101 et seq.

ARTICLE X –CONFIDENTIAL INFORMATION

Should it be necessary for either party to receive confidential information, the disclosing party agrees to state in writing at the time of delivery that such information is confidential, or if given orally, reduce to writing, clearly marked as confidential, within 30 days of the oral disclosure. The receiving party and its personnel agree to safeguard the confidential material to the same extent it safeguards its own. The parties' technical representatives are responsible for initiating a Confidential Disclosure Agreement if applicable, and forwarding it to the contractual representatives for execution.

ARTICLE XI – HUMAN SUBJECTS

No research involving humans is planned or authorized under this Agreement.

ARTICLE XII – LABORATORY ANIMALS

No research involving animals is planned or authorized under this Agreement.

ARTICLE XIII – CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY

UCF certifies that it complies with Title VI of the Civil Rights Act of 1964 and has a valid Assurance of Compliance on file with the federal government.

ARTICLE XIV - REPORTING REQUIREMENTS

UCF shall render to GCA's contractual representative technical progress reports as delineated in Appendix A.

ARTICLE XV - TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notification to the other. In the event of termination, UCF will be reimbursed for all costs incurred and any non-cancelable obligations properly incurred through the date of termination.

ARTICLE XVI – SUBCONTRACTORS

UCF shall not subcontract for any of the services to be performed under this Agreement without the prior written consent of GCA.

ARTICLE XVII - MODIFICATIONS

Modifications to this Agreement may be made only in writing signed by authorized signatories of both parties.

ARTICLE XVIII - COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be considered an original, but which together shall constitute but one and the same Agreement.

ARTICLE XIX – DEBARMENT & SUSPENSION

UCF hereby represents and certifies that neither it or its principals is presently:

- a. debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency;
- b. have within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under 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 presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (b) above; and
- d. have within a 3-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default.

ARTICLE XX – NON-DELINQUENCY ON FEDERAL DEBT

UCF certifies that it is not delinquent on the repayment of any federal debt. For the purposes of this certification, the following definitions of delinquency apply:

- a. For direct loans and fellowships (whether awarded directly to the applicant by the Federal Government or by an institution using Federal funds), a debt more than 31 days past due on a scheduled financial payment. (This definition excludes "service" payback under the National Research Service Award.)
- b. For guaranteed and insured loans, recipients of a loan guaranteed by the Federal Government that the Federal Government has repurchased from lender because the borrower breached the loan agreement and is in default.
- c. For Contracts, organizations in receipt of a "Notice of Contracts Cost Disallowance" which have not repaid the disallowed amount or which have not resolved the disallowance. (This definition excludes disallowance(s) in an "appeal" status.)

ARTICLE XXI – SCIENTIFIC MISCONDUCT AND CONFLICT OF INTEREST

UCF hereby certifies that it has established administrative procedures to review allegations of scientific misconduct and to evaluate and process real or potential Conflict of Interest situations and that such procedures conform to federal regulations.

ARTICLE XXII – DRUG-FREE WORKPLACE CERTIFICATION

By signing this Agreement, UCF certifies that it is in compliance with the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F.

ARTICLE XXIII – GENERAL

The terms of this Agreement shall supercede the terms of any purchase order issued by GCA's purchasing department. No modification to the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties.

ARTICLE XXIV - ENTIRE AGREEMENT

This Agreement consists of the following parts:

- 1. Articles I – XXIV
- 2. Appendix A: Deliverables and Budget
- 3. Appendix B: Prime Award

and constitutes the entire Agreement of the parties with respect to the subject matter hereof. Any other agreement, written or oral, is hereby superseded.

ARTICLE XXV - ENDORSEMENTS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

GCA

UNIVERSITY OF CENTRAL FLORIDA,
On behalf of its Board of Trustees


Name: _____
Title: *Administrative Director*

Name: _____
Title: _____

APPENDIX A: DELIVERABLES AND BUDGET

UCF shall perform the work described below; which document is hereby incorporated into this Contract by reference with the same force and effect as if set forth herein in full.

Evaluation

The evaluation will be conducted by PEER-Program Evaluation and Educational Research Group, an evaluation unit within the University of Central Florida. GCA selected UCF's PEER office based upon their recent evaluation history and the quality of the reports transmitted on the behalf of the other agencies enlisting their services. PEER's recent education related evaluations include those funded by FLDOE (FOR-PD), NSF (I-TEST and GK12), and NASA (PSTI). The Executive Director of PEER is Dr. Conrad Katzenmeyer, Chair of the College of Education's Department of Educational Research, Technology and Leadership. Prior to joining the UCF staff in 2005, Dr. Katzenmeyer was Senior Program Director for Evaluation in NSF's Directorate for Education and Human Resources, Dept. of Research, Evaluation and Communication. The Director of PEER is Dr. Bonnie Swan who will provide guidance for the evaluation and ensure that the evaluation is comprehensive and responsive to the needs and objectives of the grant. Dr. Swan has extensive experience in learning assessment and program evaluation. Dr. Monifa Beverly, Assistant Professor Educational Research, Technology and Leadership and PEER evaluator will conduct the evaluation at 10 percent of her time. Dr. Beverly has been a Project Coordinator for evaluations of NSF and US-DOE funded programs. In addition, she teaches qualitative research and educational research courses to graduate students.

The CIPP (Context, Input, Process, Product) evaluation model (Stufflebeam, 1973) will be utilized to evaluate the GCA Dissemination Grant Project. These four parts ask: *What needs to be done? How should it be done? Is it being done? Did it succeed?* The last question, which focuses on the product, will be further subdivided into impact, effectiveness, sustainability, and transportability. The CIPP model is appropriate for this evaluation because it provides a solid foundation for both formative evaluation to help guide the organization in its effort to reach its goals, and it provides for a summative evaluation at the end of the funding period. The Program Evaluation Standards of utility, feasibility, propriety, and accuracy (Joint Committee on Educational Evaluation, 1994).

Because stakeholder input is vital to every evaluation, it will be sought throughout the project period. Dr. Beverly will engage in providing/obtaining feedback on at least a monthly basis with the project staff and beneficiaries will be interviewed to obtain their understanding/assessment of the program's progress. She will attend the GCA project planning meetings and attend at least six days during the five two-day summer sessions. These interactions will help frame the formative evaluation and provide an avenue for information exchange in regards to ensuring the program is successful. PEER will also maintain an up-to-date profile of the program, including a record of program events, problems, video and visual aids; prepare and maintain the IRB application and supporting paperwork; and deliver multiple formative reports (at least 2) and a summative report. The final summative report, to be delivered within one month of the project end date, will include a program overview, key findings, outcomes, and conclusions; and will gauge the ultimate impact of this project on the choice educational movement. It is planned by GCA, that after the funding period, these findings will be used to springboard and continue the project objectives well into the future, by

continuing to disseminate this charter school model through the video programming developed.

The evaluation will use a mixed-method approach of both quantitative and qualitative data collection techniques. Data will be gathered during all phases of the program to allow for timely formative feedback to project stakeholders on how well the program is being implemented, participants' perspectives about the activities and what they may have learned, and progress meeting specific program goals and objectives. Formative evaluation will provide recommendations and allow for modifications in its design to improve the program's impact. PEER will develop instruments with considerable input from the project staff, other widely used and valid instruments including previously developed and tested PEER instruments, and relevant research. Printing/transcription/editing expenses for these instruments and reports are included in the budget. Two trips for Dr. Swan and five trips for Dr. Beverly are included in the budget. The Evaluation Plan is described below within each of the main components to the project: 1) *Planning*, 2) *Implementation* (2), and *Project Wrap Up*.

Phase 1: Planning Implementation analyses will examine the effectiveness of the program activities before the project is implemented. Emphasis will be on providing formative feedback in an ongoing fashion to help direct the implementation. Examination will determine whether participants have been identified and retained from the desired audience and how well that process works, along with a review of the content and materials for the training. It will be determined whether planned approaches and strategies are evident, and that material such as a brochure, DVD modules (at multiple stages of development), handbooks, seminar materials, and mail-order forms are of good quality and that content is aligned with the project goals and objectives, and with the *Just Read Florida* and Science/Mathematics initiatives. The evaluator will determine that the summer seminar agendas are adequately planned and that the information about the model and summer seminars are well disseminated in a timely fashion in line with the project timeline. A review by two content-area experts will be conducted to assure the modules are of an acceptable quality level [professional, audio/visual (i.e. color, voice, lighting, camera techniques, special effects, use of media), copyright, compelling and relevant] using a comprehensive rubric. Stipends for those individuals are included in the budget.

Phase 2: Project Implementation Here the emphasis will be on measuring related knowledge, attitudes and confidence gains for participants, determining whether GCA dissemination leads to integration of content. End-of-workshop questionnaires will be used (1/day) to provide an overall rating training activities; and ratings for organization, content level, participant involvement, application value, facilitator, recommendations for improvement, and plans for implementation. Follow-up telephone interviews using an established semi-structured protocol will help ascertain participants' perceptions about their overall experience with GCA including their possible plans for implementation, etc. will be conducted shortly after the summer sessions. Quantitative analysis will include, among other things, the number of videos requested; demographics of requesting parties; the number of downloads off the website counter; the number of promotional

materials issued; whether advertisements were placed in professional journal(s); number of participants at the summer sessions; number of consultation services provided; and number of end-of-day and follow-up questionnaires received.

Phase 3: Project Wrap-Up and Summary Focus of the evaluation during project wrap-up will be on outcome measures based on the stated program objectives. A GCA website content and utilization review for project related materials, including the podcasts of the modules and other dissemination related information, will be performed concerning satisfaction, use, and impact. Follow up questionnaires for those viewing downloading material – developed by PEER with considerable feedback from the project staff – will to help discern their usefulness and users' possible plans for implementation.

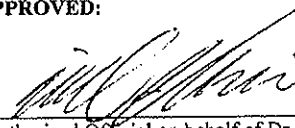
Joint Committee on Educational Evaluation (1994), James R. Sanders (chair). *The program evaluation standards: How to assess evaluations of educational programs*. 2nd edition. Sage Publications, Thousand Oaks, CA, 1994.

Stufflebeam, D. L. (1973). Evaluation as enlightenment for decision-making. In B. R. Worthen & J. R. Sanders (Eds.), *Educational evaluation: Theory and practice* (p. 128-142). Belmont, CA: Wadsworth Publishing Company, Inc.

University of Central Florida GCA Dissemination Grant PEER Evaluation Budget Jan09 - Aug09	FTE	Salary	Requested
SALARIES, WAGES & FRINGE BENEFITS			
Senior Personnel			
Dr. Monifa Beverly (.08 FTE for 8 months)	0.08	\$ 52,366	\$ 3,724
Dr. Bonnie Swan	0.00		\$ -
Other Personnel			
Other Personnel			
Part-time OPS - Transcriber (20 hrs/wk @ \$14/hr, 2 weeks)			\$ 560
Total Salaries			\$ 4,284
Fringe Benefits			
	Faculty/Administration:	30.15%	\$ 1,123
	OPS:	1.45%	\$ 8
Total Fringe Benefits			\$ 1,131
Total Salaries and Fringes			\$ 5,415
Expenses			
Stipends for expert review of modules during development stage (\$250/ea for 2 experts @ 2 days each)			\$ 1,000
Evaluation Transcription Services (\$2 per minute of tape)			\$ 236
Evaluation Related Printing and Duplicating			\$ 150
Total Expenses			\$ 1,386
Travel			
Travel for Beverly - 3 round trips 2 day/1 night (based on .445/mile, lodging \$100/night (Near Spring Hill, FL), \$36/day per diem).			\$ 1,059
Travel for Beverly - 2 round trips (based on .445/mile, \$36/day per diem).			\$ 396
Travel for Swan - 2 round trips (based on .445/mile, \$36/day per diem).			\$ 315
Total Travel			\$ 1,770
Total Direct Costs			\$ 8,571
F&A UCF 5%			\$ 429
TOTAL COST			\$ 9,000

APPENDIX B: Prime Award

**Florida Department of Education
Project Award Notification**

1 PROJECT RECIPIENT Hernando/Gulf Coast Academy of Science & Technology County School District		2 PROJECT NUMBER 270-2986A-9C001	
3 PROJECT/PROGRAM TITLE Public Charter Schools Grant Program 2008 Dissemination Grant TAPS 09C098		4 AUTHORITY 84.282 Charter Schools, Title V, Part B	
5 AMENDMENT INFORMATION Amendment Number: Type of Amendment: Effective Date:		6 PROJECT PERIODS Budget Period: 10/24/2008 - 09/30/2009 Program Period: 10/24/2008 - 09/30/2009	
7 AUTHORIZED FUNDING Current Approved Budget: \$ 166,005.50 Amendment Amount: Estimated Roll Forward: \$ Certified Roll Amount: Total Project Amount: \$ 166,005.50		8 REIMBURSEMENT OPTION Federal Cash Advance	
9 TIMELINES			
<ul style="list-style-type: none"> Last date for incurring expenditures and issuing purchase orders: <u>09/30/2009</u> Date that all obligations are to be liquidated and final disbursement reports submitted: <u>11/20/2009</u> Last date for receipt of proposed budget and program amendments: <u>09/30/2009</u> Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400: Date(s) for program reports: <u>Final Report</u> 			
10 DOE CONTACTS Program: Jean Miller Phone: (850) 245 - 0502 Email: Jean.Miller@fldoe.org Grants Management: Unit C (850) 245-0496		11 DOE FISCAL DATA DBS: 01 90 19 EO: 86 Object: 720000	
12 TERMS AND SPECIAL CONDITIONS			
<ul style="list-style-type: none"> This project and any amendments are subject to the procedures outlined in the <u>Project Application and Amendment Procedures for Federal and State Programs</u> (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. Other: 			
13 APPROVED:			
 Authorized Official on behalf of Dr. Eric J. Smith Commissioner of Education		<u>10-29-08</u> Date of Signing	



**INSTRUCTIONS
PROJECT AWARD NOTIFICATION**

- 1 Project Recipient: Agency, Institution or Non-Governmental entity to which the project is awarded.
- 2 Project Number: This is the agency number, grant number, and project code that must be used in all communication. (Projects with multiple project numbers will have a separate DOE-200 for each project number).
- 3 Project Description: Title of program and/or project, TAPS #: Departmental tracking number.
- 4 Authority: Federal Grants - Public Law or authority and CFDA number. State Grants - Appropriation Line Item Number and/or applicable statute and state identifier number.
- 5 Amendment Information: Amendment number (consecutively numbered), type (programmatic, budgeting, time extension or others) in accordance with the Project Application and Amendment Procedures for Federal and State Programs (Green Book), and effective date.
- 6 Project Periods: The periods for which the project budget and program are in effect.
- 7 Authorized Funding: Current Approved Project (total dollars available prior to any amendments); Amendment Amount (total amount of increase or decrease in project funding); Estimated Roll Forward (roll forward funds which have been estimated into this project); and Total Project Amount (total dollars awarded for this project).
- 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.
 - Quarterly Advance to Public Entity – For quarterly advances of non-federal funding to state agencies and LEAs made in accordance within the authority of the General Appropriations Act. Expenditures must be documented and reported to DOE at the end of the project period. If audited, the recipient must have expenditure detail documentation supporting the requested advances.
 - 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 project. (Additional space provided on Page 2 of 2 if needed.)
- 13 Approved: Approval signature from the Florida Department of Education and the date signature was affixed.