

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into by and between Santa Rosa County School Board (hereafter "Sponsor") and The University of West Florida for and on behalf of its Board of Trustees, a public body corporate, a Florida public post-secondary educational institution (hereafter "University").

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

ARTICLE 1 – STATEMENT OF WORK

The University shall provide the necessary personnel and facilities to conduct the work of this agreement for the project titled "Santa Rosa Title I Student Mentoring and Tutoring Program 2012-2013."

ARTICLE 2 – PERIOD OF PERFORMANCE

This Agreement shall begin July 1, 2012 and shall not extend beyond June 30, 2013 unless the period is extended by modification of this Agreement. Final deliverables will be provided to Sponsor as specified in Appendix A.

ARTICLE 3 – FINANCIAL SUPPORT

This is a cost reimbursable Agreement in an amount not-to-exceed \$280,000. Numbered invoices from University shall be sent to Sponsor in accordance with Appendix A. The invoices shall contain sufficient detail to enable the Sponsor to review and approve for payment. The financial representatives and billing addresses for each party are shown in Appendix B, List of Contact Representatives. Sponsor will provide these dedicated funds, but no other additional monies, to the University upon completion and filing of invoices of its expenditures (unless such funds are expended at the direction of the Sponsor and exceed the total anticipated expenses outlined in Appendix A). Payments to the University will be delivered in monthly installments as outlined in Appendix A within 30 days of receipt of an invoice. Payment will be made to the address of the Financial Representative in Appendix B, List of Contact Representatives.

If the funding for this Agreement originates from a Federal prime source, the following information is required.

☐ This funding does not originate from a Federal source.

CFDA Number: 8 4 . 0 1 0 A Prime Agency Award Number: _____
Name of Funding Agency: US Dept of Education/Florida Dept of Education
Name of Funding Agency Program: Title I Part A

ARTICLE 4 – ADMINISTRATIVE CONSIDERATION

The policies of University concerning all financial expenditures shall meet all applicable local, state and federal regulations.

ARTICLE 5 – ADMINISTRATIVE PERSONNEL

Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Agreement should be directed to the appropriate party's Administrative Contact, as shown in Appendix B. Any such changes made to this Agreement require the written approval of each party's Authorized Official, as shown in Appendix B.

ARTICLE 6 – AUDIT

All costs incurred in the performance of this Agreement will be subject to audit by the cognizant audit agency, the Sponsor's, and the University's audit requirements.

The University will permit Sponsor's auditors, other knowledgeable staff, or auditors engaged by Sponsor, whichever is appropriate, to have access to the records and financial statements as necessary to comply with OMB Circular A-133, [Subpart D, paragraph 400(d) (3)].

The University will abide by any requirements imposed on the subrecipient by Federal laws, regulations, and the provisions of the award agreement as well as any supplemental requirements imposed by Sponsor as required by OMB Circular A-133, [Subpart D, paragraph 400(d) (2)].

The University will make available upon request a copy of their latest annual audit report and management response to findings or its equivalent.

ARTICLE 7 – TERMINATION

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

ARTICLE 8 – MODIFICATIONS

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

ARTICLE 9 – GENERAL

The terms of this Agreement shall supercede all previous correspondence, documents, or materials related to this project. No modification to the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties. This Agreement is governed according to the laws of the State of Florida and the parties stipulate that venue for any action or proceeding relating to the subject matter of this Agreement shall be in Escambia County.

ARTICLE 10 – DISCLOSURE

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event either party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy, terminate this Agreement.

ARTICLE 11 – INTELLECTUAL PROPERTY

The University reserves the ownership for any intellectual property developed as part of the compensated performance of this Agreement by its faculty and staff to the extent allowed by the funding agency. All persons who perform any part of the work under this Agreement and who may be reasonably expected to develop intellectual property, 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 Sponsor and University 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.

As used herein, “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), databases 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.

In the event that University decides to use any Background Intellectual Property in the performance of the work of this Agreement, University will so advise Sponsor and will request the development of an appropriate licensing agreement or other agreement regarding the use of such educational property.

The University reserves the right to publish articles, monographs and other scholarly publications based on this work in its chosen form. All work shall acknowledge support as “This project was supported by the Santa Rosa County School Board through the University of West Florida.”

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 (available from Office of Research).

ARTICLE 12 – ENCUMBRANCE

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by the parties without the prior written consent of the other party. However, the Agreement shall run with the parties hereto and their successors.

ARTICLE 13 – HEADINGS

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any sections.

ARTICLE 14 – SURVIVAL

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 15 – INTERPRETATION

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. Reference to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include the persons or entities succeeding to their respective functions and capacities.

- (a) If a party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other and request clarification or the interpretation of such provisions.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

ARTICLE 16 – SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

ARTICLE 17 – FURTHER DOCUMENTS

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

ARTICLE 18 – NO WAIVER

The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

ARTICLE 19 – ENTIRE AGREEMENT

This Agreement consists of the following parts:

1. Articles 1-20
2. Appendix A: Scope of Work and Compensation
3. Appendix B: Contact Representative Information
4. Appendix C: Additional Terms and Conditions
5. Appendix D: Santa Rosa County School District Fingerprint Procedures for Contracted Vendors

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 20 – ENDORSEMENTS

IN WITNESS WHEREOF, the SANTA ROSA COUNTY SCHOOL BOARD and University of West Florida for and on behalf of its Board of Trustees, in pursuance of due and legal action, have executed these presents causing its name to be signed by its President or designee, the day and year first written below.

SANTA ROSA COUNTY SCHOOL BOARD

By: _____
Tim Wyrosdick
Superintendent

Date

THE UNIVERSITY OF WEST FLORIDA FOR AND ON BEHALF OF ITS BOARD OF TRUSTEES

By: Richard S. Podemski 7/3/12
Richard S. Podemski, Ph.D.
Associate Vice President for Research

Date

Attest:

Approved for form and legality:

By: _____
Hugh Winkles
Vice-Chairman

By: Patricia Holt
Office of University Counsel

FID #: 59-6000845

FID #: 59-2976783

APPENDIX A: SCOPE OF WORK AND COMPENSATION

This is a fixed price contract in an amount not to exceed \$280,000 to cover salaries, expenses and other costs associated with the "Santa Rosa Title I Student Mentoring and Tutoring Program 2012-2013" as shown on the following University proposal and/or quotation.

The following deliverable items are due pursuant to the time table identified below. The numbered invoice for each report or deliverable shall be sent concurrent with the period of performance corresponding to the deliverable on the due date shown.

REPORT/DELIVERABLE	DATE DUE	AMOUNT
Monthly Report of Hours Worked by Mentor/Tutor Students	By 15 th of each Month	Costs incurred not to exceed total of \$280,000

University's Tasks:

The University will supply personnel to accomplish the scope of work at the price in the proposal/cost quotation as shown below.

Project Description

The University of West Florida will provide student research assistants to conduct early reading intervention tutoring, mentoring, and research activities agreed upon by the principal investigators (technical contacts) as shown in Appendix B. Student hours are estimated to be 312 hours per week for a total of 39 weeks to be consistent with the University's 9-month academic year calendar (08/08/12 to 05/07/13). In addition, the University will assign a liaison to provide supervision of the students for assigned activities and administrative support. Total costs per hour of student research assistants and administrative support time inclusive of all salary, fringe and administrative costs is \$23.00 per hour. Additional hours may be added in increments of 10 as an option at the same cost per hour.

Costs are estimated at \$23.00/hour x 312 hours per week x 39 weeks for a not-to-exceed amount of \$280,000. Funding may be provided in multiple purchase orders as required by schools at the discretion of the District. Costs will be billed at the hourly rate for actual hours worked under each funding authorization.

To be eligible for employment or assignment to this project, students must meet the minimum qualifications of paraprofessional, as required by NCLB (2 years of college-level preparation, an A.A. degree, or passing a "rigorous exam") and all UWF personnel must comply with the Santa Rosa County School District procedures for Fingerprint Procedures for Contract Vendors under the Jessica Lunsford Act as amended July 1, 2007 incorporated here as Appendix D and included in its entirety. Each tutor will be responsible for paying the required fee for the fingerprinting costs as a condition of employment.

DESCRIPTION	HOURLY RATE	FRINGE @ 9.85%	SALARY & FRINGE COSTS	ADMINIS TRATIVE COST @ 15%	TOTAL COSTS PER HOUR	TOTAL FOR 312 HOURS PER WEEK	TOTAL FOR 39 WEEKS
Student Tutors estimated to be between 10-30 hours per week.	\$18.20	\$1.80	\$20.00	3.00	\$23.00	\$7,179	\$280,000

NOTES: Costs are estimated for a total cost of \$23 per hour for 312 hours per week for a period of 39 weeks for a total cost not-to-exceed \$280,000. Invoices will provide breakdown of actual hours worked during billing period. Maximum number of hours under this agreement will be 12,168 hours. Should hours exceed these maximums, additional authorization may be made in increments of 10 hours of student time at a cost of \$23 per hour times the number of hours per week times the number of weeks required to complete the tutoring schedule. Sponsor and University will review number of remaining hours authorized in the not-to-exceed amount (\$280,000) on a monthly basis when invoices are submitted and adjust by a modification to this Agreement if required.

APPENDIX B: CONTACT INFORMATION

Santa Rosa County School District Contacts		University of West Florida Contacts	
Administrative Point of Contact		Administrative Point of Contact	
Name:	Karen Barber	Name:	Theresa Byrd
Title:	Director, Federal Programs	Title:	Senior Grants Specialist
Address:	Santa Rosa District Schools 5086 Canal Street Milton FL 32570	Address:	Research & Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750
Phone:	850-983-5001	Phone:	850-474-2827
Fax:	850-983-5011	Fax:	850-474-2082
E-mail:	BarberK@mail.santarosa.k12.fl.us	E-mail:	tbyrd@uwf.edu
PI/PD Technical Point of Contact		PI/PD Technical Point of Contact	
Name:	Karen Barber	Name:	Dr. Kathleen Heubach
Title:	Director, Federal Programs	Title:	Director, SES Programs
Address:	Santa Rosa District Schools 5086 Canal Street Milton FL 32570	Address:	College of Professional Studies 11000 University Parkway Pensacola FL 32514-5750
Phone:	850-983-5001	Phone:	850-474-2858/595-1495
Fax:	850-983-5011	Fax:	850-857-6399
E-mail:	BarberK@mail.santarosa.k12.fl.us	E-mail:	kheubach@uwf.edu
Financial Point of Contact		Financial Point of Contact	
Name:	Karen Barber	Name:	Donna Fraxee
Title:	Director, Federal Programs	Title:	Inerim Associate Director
Address:	Santa Rosa District Schools 5086 Canal Street Milton FL 32570	Address:	Research & Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750
Phone:	850-983-5001	Phone:	850-473-7111
Fax:	850-983-5011	Fax:	850-474-2082
E-mail:	BarberK@mail.santarosa.k12.fl.us	E-mail:	dfraxee@uwf.edu
Authorized Official		Authorized Official	
Name:	Tim Wyrosdick	Name:	Richard S. Podemski, Ph.D
Title:	Supertendent	Title:	Associate Vice Pres., Research
Address:	Santa Rosa District Schools 5086 Canal Street Milton FL 32570	Address:	Research & Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750
Phone:	850-983-5000	Phone:	850-473-7713
Fax:	850-983-5011	Fax:	850-473-7714
E-mail:	wyrosdickt@mail.santarosa.k12.fl.us	E-mail:	rpodemski@uwf.edu

APPENDIX C: ADDITIONAL TERMS AND CONDITIONS

FORCE MAJEURE University shall not be responsible for its failure to perform any terms or conditions herein when failure to perform is due to causes beyond University's reasonable control including, but not limited to: strikes; lockouts; actions or inactions of governmental authorities; epidemics; acts of war or terrorism; embargoes; fire; earthquake; hurricane; windstorm; tornados, acts of God or default of common carrier.

REASONABLE BASIS If this contract provides that either party has the ability to make a sole judgment or determination or may act upon its option, it shall only make such a determination, judgment, or exercise an option when such action has a reasonable basis. Upon the request the party which made the judgment, determination or optional actions shall notify the requesting party of its decision in writing and the basis therefor.

SEVERABILITY In the event any provision of this contract shall be held invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the contract goes to the whole of the contract, the contract is unenforceable.

NONDISCRIMINATION The nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the Implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38 U.S.C. 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 U.S.C. 12101, and the University's policy relative to sexual harassment, are incorporated into this Agreement by reference as if fully set forth herein.

TAXES, FEES AND PERMITS The University is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes.

PUBLIC RECORDS Sponsor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement, except as exempted in by Florida law, in connection with sponsored research projects. Refusal by Sponsor to allow such public access shall be grounds for unilateral cancellation of this Agreement by the University.

TRAVEL EXPENSES Where applicable, University agrees to submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes or University Policy, as applicable.

EQUIPMENT Unless otherwise provided in the foregoing sections of this Agreement, title and ownership of any equipment purchased by the University in the course of completion of this sponsored project will remain with the University (as an entity of the State of Florida) upon termination.

AUDIT University shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper preaudit and postaudit thereof.

FUNDING AVAILABILITY Obligations of University under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the legislature of the State of Florida or provided as part of a sponsored research project. In the event of early termination, the University will be reimbursed for all expenditures or non-cancelable obligations properly incurred through date of termination as stipulated in Article 7.

RENEWAL Unless otherwise provided in this Agreement, this Agreement may be renewed by an authorized purchase order or amendment from the Sponsor. In any event, this renewal shall be contingent upon the continued need for the service and the availability of funds for this service.

ASSIGNMENT Under no circumstances shall the Sponsor assign to a third party any right or obligation of Sponsor pursuant to this contract without the prior written consent of the University.

CONFLICT OF INTEREST Acceptance of this agreement constitutes the assurance of Sponsor that it has an institutional conflict of interest policy which meets federal requirements for receipt of funds. Sponsor shall notify University of all changes of employment of key grant personnel upon learning of such change. Additionally, Sponsor shall, upon learning such information, disclose to University if any grant personnel are employed or have an interest in or hold office in any other entity which might constitute a conflict of interest with this project.

LIMITATION OF LIABILITY In the performance of professional services, the University shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities, having due regard for acceptable standards. No other warranties, expressed or implied, are made.

In no event shall University or its employees be liable (in contract or in tort, including negligence, or otherwise) to the Sponsor for indirect, incidental or consequential damages, resulting from or related to this Contract. Further, University shall not be liable for use by the Sponsor of any plans, documents, studies, or other data for any purpose other than intended by the terms of this Contract. In no event shall University's liability to Sponsor for any reason exceed the dollar amount of this Contract.

The parties to this agreement recognize and acknowledge that University of West Florida is a constituent institution of the State University System of Florida (the "State") and an instrumentality of the State. Nothing contained herein shall be construed or interpreted as: i) denying the University or other state entity any remedy or defense available under the laws of the State; ii) the consent of the University to be sued; iii) a waiver of sovereign immunity of the University or other state entity beyond the waiver provided in Florida Statute § 768.28.

INSURANCE University will maintain, at its own cost and expense, at all times while this Agreement is in effect, general liability insurance to the extent, and in such amounts as, provided under the State of Florida Risk Management Trust Fund. University will also maintain at its own expense or from the quoted fringe/payroll tax rates, workers' compensation insurance as required by law. University will furnish evidence of such insurance upon request. Copies of certificates of coverage are available on request from the Research & Sponsored Programs office contractual contact representative.

GOVERNING LAWS/VENUE This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. University and Sponsor hereby agree that venue shall lie in First Judicial Circuit Court of Florida.

INTELLECTUAL PROPERTY If any discovery or invention arises or is developed in the course of the work or services performed under this Agreement, it shall be the sole and exclusive property of the University, unless otherwise stipulated in Article 11.

AUTHORITY Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation of such party.

APPENDIX D

Santa Rosa County School District

FINGERPRINT PROCEDURES FOR CONTRACTED VENDORS

Please follow this link for instructions and payment of required \$80.75 fee:
www.santarosa.sofn.net

The Jessica Lunsford Act has been recently changed by the Legislature and signed into law by the Governor.

These changes apply only to contractors and not our contract employees, such as custodial, transportation, food service and others. They will continue to follow the same guidelines required of School Board employees.

These are the major changes effective July 1, 2007.

- Exempt school grounds are defined to include buildings and grounds where students are not permitted access...
- Background checks will be done every 5 years and costs limited to 130% of cost...
- One check required and other districts shall use the share system...
- Offending criminal offenses listed and limited to eight criminal acts (see listing below)...
- 48-hour notification by employee and/or employer as it becomes aware... (see below)
- Exempting from screening are people who are physically under the supervision of those who have been checked...
- Workers behind a 6 foot chained link fence are exempt (A 6 foot construction chain link fence will be required surrounding all major construction projects where practical.)
- Workers who deliver or pick up at schools are exempt...
- Only one check is required...

Offending criminal offenses listed and limited to eight criminal acts:

(g) A noninstructional contractor for whom a criminal history check is required under this section may not have been convicted of any of the following offenses designated in the Florida Statutes, any similar offense in another jurisdiction, or any similar offense committed in this state which has been redesignated from a former provision of the Florida Statutes to one of the following offenses:

1. Any offense listed in s. 943.0435(1)(a)1., relating to the registration of an individual as a sexual offender.
2. Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.

3. Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
4. Section 775.30, relating to terrorism.
5. Section 782.04, relating to murder.
6. Section 787.01, relating to kidnapping.
7. Any offense under chapter 800, relating to lewdness and indecent exposure.
8. Section 826.04, relating to incest.
9. Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

48-hour notification by employee and/or employer as it becomes aware...

(6) Each contractor who is subject to the requirements of this section shall agree to inform his or her employer or the party to whom he or she is under contract and the school district within 48 hours if he or she is arrested for any of the disqualifying offenses in paragraph (2)(g). A contractor who willfully fails to comply with this subsection commits a felony of the third degree, punishable as provided in s. 775.082 or s. 775.083. If the employer of a contractor or the party to whom the contractor is under contract knows the contractor has been arrested for any of the disqualifying offenses in paragraph (2)(g) and authorizes the contractor to be present on school grounds when students are present, such employer or such party commits a felony of the third degree, punishable as provided in s. 775.082 or s. 775.083.