

## CONTRACT FOR SERVICES AGREEMENT

SANTA ROSA COUNTY SCHOOL BOARD ("SPONSOR")		UNIVERSITY OF WEST FLORIDA Acting for and on behalf of the University of West Florida Board of Trustees, a public body corporate ("UNIVERSITY")	
6032 Hwy. 90 Milton, FL 32570		Research Administration and Engagement 11000 University Parkway Pensacola FL 32514-5750	
TEIN: 59-6000845	DUNS	TEIN: 59-2976783	DUNS 053000709
Does funding originate from a Federal prime source? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, complete following			
Name of Federal Agency: <u>US Department of Education</u>		Project or Funding Reference Number/PRIME AWARD: <u>TBA</u>	
Name of Flow-Through Agency: <u>FL Department of Education</u>		CFDA Number: <u>84.010A</u>	Name of Federal Program: <u>Title I</u>
Contract Period of Performance: FROM: 07/01/2019 TO: 06/30/2020		Amount Funded \$109,883	Matching Fund s \$0
Total \$109,883			
Project Title: Santa Rosa Tutoring/Mentoring 2019-2020			
Reporting Requirements: See Attachment 1			
<p align="center"><b>Terms and Conditions</b></p> <p>(1) SPONSOR hereby awards a <input type="checkbox"/> cost reimbursable <input checked="" type="checkbox"/> firm fixed price <input type="checkbox"/> firm fixed rate contract for services to the University, as described above. The statement of work and schedule of compensation are as specified in Attachment 1.</p> <p>(2) SPONSOR shall pay UNIVERSITY as shown in the payment schedule in Attachment 1. All invoices shall be submitted in form and detail sufficient for proper pre- and post-audit of expenditures using UNIVERSITY's standard invoice. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Point of Contact, as shown in Attachment 2. Payment for invoices is due upon receipt and shall be considered past due after 30 days. Past due invoices shall bear interest at the statutory rate applicable to state agencies.</p> <p>(3) A final statement of costs incurred, marked "FINAL", will be submitted to SPONSOR's Financial Point of Contact thirty (30) days after project end date or as shown in Attachment 1. The final statement of costs shall constitute UNIVERSITY's final financial report.</p> <p>(4) Matters concerning the technical performance of this contract should be directed to the appropriate party's Program/Technical Point of Contact, as shown in Attachment 2.</p> <p>(5) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Contract should be directed to the appropriate party's Administrative Contact, as shown in Attachment 2. Any such changes made to this Contract require the written approval of each party's Authorized Official, as shown in Attachment 2.</p> <p>(6) The Project Budget is set forth in Attachment 1. Funds may be allocated between expenditure categories at the discretion of the University, provided that no additional costs are incurred beyond the amount referenced above. This paragraph is inapplicable to fixed price or fixed rate contracts.</p> <p>(7) Either party may terminate this Contract with thirty (30) days written notice to the appropriate party's Administrative Point of Contact, as shown in Attachment 2. In the event of termination, SPONSOR shall pay UNIVERSITY for work performed to the date of termination and all allowable, non-cancellable obligations.</p> <p>(8) Changes to Period of Performance, including no-cost extensions require the approval of the SPONSOR.</p> <p>(9) This Contract is comprised of this document and the Attachments 1-4 attached hereto, which are made part hereof by reference.</p> <p>By signing below authorized representatives have executed this Contract to be effective for the Period of Performance shown above.</p>			
SANTA ROSA COUNTY SCHOOL BOARD		UNIVERSITY OF WEST FLORIDA	
<p>_____</p> <p>Tim Wyrosdick Superintendent of Schools</p> <p>_____</p> <p>Date</p>		<p>DocuSigned by:</p> <p><u>Matthew Schwartz</u></p> <p>07/08/2019</p> <p>EE54FB85E706412...</p> <p>Matthew Schwartz, Ph.D. Assistant Vice President Research Administration and Engagement</p> <p>Approved for form and legality:</p> <p><u>[Signature]</u></p> <p>UNIVERSITY OF THE FLORIDA SYSTEMS</p> <p>University Counsel</p>	

## ATTACHMENT 1 STATEMENT OF WORK AND SCHEDULE OF COMPENSATION

This is a ☐ cost reimbursable ☐ fixed price ☐ fixed rate contract for services in an amount not to exceed \$109,883 to cover costs associated with the project identified on the previous page and as shown on the following University proposal and/or quotation.

The following deliverable items are due pursuant to the timetable 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
Quarterly Report of Hours Worked by Mentor/Tutor Students	By 15 <sup>th</sup> of the month following the end of each quarter	Costs incurred not to exceed total of \$109,883

### University's Tasks:

The University will supply personnel and resources 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 Attachment 2). Student hours are estimated to be 123 hours per week for a total of 39 weeks to be consistent with the University's 9-month academic year calendar (08/08/2019 to 05/07/2020). 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 123 hours per week x 39 weeks for a not-to-exceed amount of \$109,883 (rounded). 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 No Child Left Behind (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 Attachment 4 and included in its entirety. Each tutor will be responsible for paying the required fee for the fingerprinting costs as a condition of employment.

**ATTACHMENT 1 continued**

DESCRIPTION	HOURLY RATE	FRINGE @ 9.85%	SALARY & FRINGE COSTS	ADMINIS- TRATIVE COST @ 15%	TOTAL COSTS PER HOUR	TOTAL FOR 123 HOURS PER WEEK	TOTAL FOR 39 WEEKS NOT TO EXCEED
Student Tutors estimated to be between 10-30 hours per week.	\$18.20	\$1.80	\$20.00	\$3.00	\$23.00	\$2,829	\$109,883 (rounded)

NOTES: Costs are estimated for a total cost of \$23 per hour for 123 hours per week for a period of 39 weeks for a total cost not-to-exceed \$109,883 (rounded). Invoices will provide breakdown of actual hours worked during billing period. Sponsor and University will review number of remaining hours authorized on a quarterly basis when invoices are submitted and adjust by a modification to this Agreement if required. Total cost of tutoring is not to exceed \$109,883 unless this contract is amended by both parties.

**ATTACHMENT 2**  
**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 Miller
Title:	Director, Federal Programs	Title:	Senior Grants Specialist
Address:	Santa Rosa District Schools 5086 Canal Street Milton FL 32570	Address:	Research Administration and Engagement 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:	<a href="mailto:BarberK@mail.santarosa.k12.fl.us">BarberK@mail.santarosa.k12.fl.us</a>	E-mail:	<a href="mailto:tbyrd@uwf.edu">tbyrd@uwf.edu</a>
PI/PD Technical Point of Contact		PI/PD Technical Point of Contact	
Name:	Karen Barber	Name:	Dr. Kathleen Heubach
Title:	Director, Federal Programs	Title:	Dir., Inst. Innov. Community Learning
Address:	Santa Rosa District Schools 5086 Canal Street Milton FL 32570	Address:	College Education/Prof. Studies 11000 University Parkway Pensacola FL 32514-5750
Phone:	850-983-5001	Phone:	850-474-2858
Fax:	850-983-5011	Fax:	850-857-6399
E-mail:	<a href="mailto:BarberK@mail.santarosa.k12.fl.us">BarberK@mail.santarosa.k12.fl.us</a>	E-mail:	<a href="mailto:kheubach@uwf.edu">kheubach@uwf.edu</a>
Financial Point of Contact		Financial Point of Contact	
Name:	Karen Barber	Name:	Donna Frazee
Title:	Director, Federal Programs	Title:	Associate Director
Address:	Santa Rosa District Schools 5086 Canal Street Milton FL 32570	Address:	Research Administration and Engagement 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:	<a href="mailto:BarberK@mail.santarosa.k12.fl.us">BarberK@mail.santarosa.k12.fl.us</a>	E-mail:	<a href="mailto:dfrazee@uwf.edu">dfrazee@uwf.edu</a>
Authorized Official		Authorized Official	
Name:	Tim Wyrosdick	Name:	Matthew Schwartz, Ph.D.
Title:	Superintendent	Title:	Assistant Vice President
Address:	Santa Rosa District Schools 5086 Canal Street Milton FL 32570	Address:	Research Administration and Engagement 11000 University Parkway Pensacola, FL 32514
Phone:	850-983-5000	Phone:	(850) 474-2628
Fax:	850-983-5011	Fax:	(850) 474-2082
E-mail:	<a href="mailto:wyrosdickt@mail.santarosa.k12.fl.us">wyrosdickt@mail.santarosa.k12.fl.us</a>	E-mail:	<a href="mailto:mroltsch@uwf.edu">mroltsch@uwf.edu</a>

### **ATTACHMENT 3 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.

**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.

**NONDISCRIMINATION** The nondiscrimination clause contained in Section 202, Executive Order 11246, and any subsequent amendments thereto, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, gender identity 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 are incorporated into this Contract 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.

**AUDIT/FEDERAL REQUIREMENTS** All costs incurred in the performance of this Contract 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 2 CFR 200 Subpart F. The University will make available upon request a copy of its latest annual audit report and management response to findings or its equivalent.

The University will abide by any requirements imposed on a subrecipient by Federal laws, regulations, and the provisions of the Prime Award agreement as well as any supplemental requirements imposed by Sponsor as required by 2 CFR 200 Subpart F. However, Sponsor is responsible for providing notification of any specific flow-down provisions applicable to this project or a copy of the Prime Award as an Addendum to this Attachment.

**CONFLICT OF INTEREST** Acceptance of this Contract 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.

**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 Contract, except as exempted by Florida law. Refusal by Sponsor to allow such public access shall be grounds for unilateral cancellation of this Contract by the University.

**INSURANCE** University will maintain, at its own cost and expense, at all times while this Contract 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.

**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 agency or subdivision of the State within the meaning of § 768.28, Florida Statutes. 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 § 768.28, Florida Statutes.

**GOVERNING LAWS/VENUE** This Contract is governed by the laws of the State of Florida and any provisions contained in this Contract in conflict therewith shall be void and of no effect. University and Sponsor hereby agree that venue shall lie in the State Courts of Escambia County, Florida.

**INTELLECTUAL PROPERTY** The University reserves the ownership for any intellectual property developed as part of the compensated performance of this Contract by its faculty and staff. Sponsor is granted a royalty-free non-exclusive license to use and distribute reports furnished to Sponsor hereunder (the "Work Product") without modification. University ownership of copyright shall be properly attributed. Sponsor may not grant others the right to use the Work Product or underlying information and data without written permission from the University.

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."

**INDEPENDENT CONTRACTOR STATUS** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.

ATTACHMENT 4

**Santa Rosa County School District**  
**FINGERPRINT PROCEDURES FOR CONTRACTED VENDORS**

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

These changes apply to all school district contractors and vendors.

**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 Florida Shared School Results system...
- Offending criminal offenses listed and limited to eight criminal acts and moral turpitude (see information 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...

Santa Rosa County School District Hiring Guidelines for Contractors/Vendors

(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.
10. Extensive history of unlawful possession, sale, manufacture or association of controlled substances and drug related activities. (Only arrest which result in dropped charges, dismissal, or not guilty verdict will not disqualify the contractor/vendor).
11. Sealed or expend records must be revealed to the Santa Rosa County District Schools pursuant to Florida Statutes 943.0585 and 943.059.

Florida Statute 1012.32 States that "persons subject to this subsection found through fingerprint processing to have been convicted of a crime involving moral turpitude shall not be employed, engaged to provide services or serve in any position requiring direct contact with students."

For purposes of complying with this law, the applicant shall be deemed to have been found guilty of a crime of moral turpitude if the applicant was found guilty following a trial, entered a guilty plea, entered a no contest or nolo contender plea or entered a pre-trial diversion program regardless of whether there was an adjudication of guilt or withholding of adjudication.

Crimes of moral turpitude include but not limited to the following:

- Felony crimes of violence
- Sexual related crimes
- Lewd and lascivious crimes
- Indecent exposure
- Felony child abuse crimes
- Any outstanding warrants

The above list is intended only to provide examples and is not all inclusive. Other offenses may also be considered to involve moral turpitude.

**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](#).