

SCHOOL BOARD OF CLAY COUNTY
Consultant Services Agreement

Date: May 13, 2014

The University of North Florida Board of Trustees, a public body corporate, AGREES TO PROVIDE CONSULTANT SERVICES FOR INSERVICE TRAINING ACTIVITY TITLED ELLM/Plus In-Depth Implementation of Curriculum for VPK teachers

TO BE HELD AT Professional Development Center in Green Cove Springs ON 7/22/2014-7/23/2014,
(Location of Workshop/Activity) (Dates)

8:30am-3:30pm. THE CONSULTANT FEE IS SET AT \$375.00pp for a minimum of ten (10) attendees (for a total of \$3750). Any additional attendees over ten (10) will be paid at \$375pp after activity presented.

It is the intent of the parties to this agreement that a minimum of ten (10) attendees attend this training activity. The School Board of Clay County may terminate this agreement at any time prior to Friday, July 18, 2014.

This information is necessary for those who will be interacting with students using demonstrations of materials, etc.

Liability Insurance: Yes Policy # _____ No Not Necessary

LIABILITY INSURANCE CARRIER N/A

POLICY LIMITS _____

MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

TELEPHONE NUMBERS: HOME: _____ BUSINESS: _____ FAX: () _____

Consultant shall furnish to the School Board receipts of all claims, expenses, liabilities, damages paid by Consultant as a result of the Agreement.

Consultant, or any employees or volunteers employed or utilized by Consultant shall, at their own expense, undergo and pass a Level 2 background screening as required by sec. 1012.465 Florida Statutes prior to entering upon any School Board public school campus while students are present. See attached Addendum as incorporated herein.

PLEASE SIGN, DATE AND RETURN THIS CONSULTANT SERVICES AGREEMENT WITHIN TEN WORKING DAYS.

University of North Florida, Board of Trustees
(TYPE OR PRINT CONSULTANT NAME)

Shari Shuman
(CONSULTANT SIGNATURE)

Outside Consultants must attach IRS form W9

5/13/14
(DATE)

COPIES: Copy 1: Accounts Payable Dept. Copy 2: Professional Development Dept. Copy 3: School/Dept. Copy 4: Consultant
SCH-1-2161 E 09/16/2013

#10734

ADDENDUM TO CONSULTANT SERVICES AGREEMENT

Miscellaneous. The parties are independent contractors. Neither party may assign this Agreement or delegate or subcontract the performance of the Agreement without the prior written consent of the other. This Agreement shall not be amended or modified in any manner except by instrument properly executed by each party. 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. Any suit, action or proceeding arising in connection with this Agreement shall be brought in Clay County, Florida. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement. The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same Agreement.

State University. The University of North Florida is a constituent member of the Florida state university system established under the Constitution of Florida administered by the University of North Florida Board of Trustees, a public body corporate. Notwithstanding anything to the contrary contained herein:

- a) Nothing contained in this Agreement shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agencies, agents, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of either party to this agreement or the State of Florida, its agencies, agents and public bodies corporate beyond the waiver provided in §768.28, Florida Statutes.
- b) The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Any failure to so allow shall constitute grounds for the University's termination of this Agreement.
- c) Except as expressly stated in the Agreement, the party contracting with the University shall not use the name of the University in media or print advertising without the prior written consent of the University.
- d) The party contracting with the University represents (1) that it has established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and it has not been placed on the convicted vendor list by the Department of Management Services, State of Florida, and (3) neither it nor any subcontractor or other person, firm or business entity with whom it is engaged in a combined effort to perform this Agreement has hired any person who is an officer or employee of the University of North Florida.
- e) Any provision contained in this Agreement in conflict with the law, statutes and regulations of the State of Florida and its public bodies corporate shall be void and of no effect.

SCHOOL BOARD OF CLAY COUNTY

UNIVERSITY OF NORTH FLORIDA
BOARD OF TRUSTEES

Date: _____

Shari Shuman
Date: 5/13/14