


**Schultz Center for Teaching and Leadership
Service Agreement
4019 Boulevard Center Drive
Jacksonville, Florida 32207**

Place of Performance/Project Point of Contact	
Name of Customer: Clay County Public Schools	Project Point of Contact Nancy Racine - Director of Purchasing, Accounts Payable and Materials Management
Street Address: 814 Walnut Street Green Coves Springs, FL 32043	Phone: 272-8100 x2604 Fax: 284-6529
Period of Performance	
July 1, 2008 and will continue through June 30, 2009.	
By signing below the parties acknowledge and agree to be bound to the terms of this agreement	
CUSTOMER	Schultz Center for Teaching and Leadership
Name of Customer: Clay County Public Schools	Name of Customer Lynda Lewis, Vice President Regional Programs 904-348-5759 Lewisl2@schultzcenter.org
Signature:	Signature 
Print Name:	Print Name: Lynda M. Lewis
Title:	Title: Vice President Regional Programs
Date:	Date: April 15, 2008

Services
Schultz Center will provide three TI line connections/or Metro E to Fleming Island High School, Middleburg High School and Keystone Jr. Sr. High School for the price of \$31,900. The Schultz Center will deliver training programs using these three video conferencing lines. The Video Conferencing Training Programs include unlimited participation in the following: Reading Comp, ESOL, ESOL Test Prep, Cummer Art Literacy \$4,000. Destiny library (Apple) database clean up \$3,000. E-learning training via Blackboard in the areas of: ESOL (\$49,350) and Reading Endorsement (\$18,000). CELLA testing training for evaluators and assessment documentation for each student (\$16,000) Principal Mentor Program (\$50,000). Peer Teacher Mentor Program to support Peer Teachers (\$15,000). Clay Mentor Program to support 400 new teachers (\$175,000). Summer Leadership Training (\$1500). The Schultz Center Regional Programs Office, under the direction of Lynda Lewis, will be responsible for individual contracts, collecting timesheets, collection of evaluation data, design and supervision of all training programs.
Billable Compensation
Total agreed fee for services is \$363,750. First installment due Oct 1, 2008 (181,875) second installment Jan.5, 09 (\$181,875)

RECEIVED

APR 17 2008

ACCOUNTS PAYABLE

ADDENDUM TO THE SCHULTZ CENTER AGREEMENT

FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this agreement shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

ACCESS TO RECORDS: (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcriptions.

RECORDS RETENTION: (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this bid for three (3) years after the SBCC makes final payments and all other pending matters are closed.


CLEAR AIR ACT (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).

ENERGY EFFICIENCY (34 CFR 80.36(i)(13): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).

SUSPENSION AND DEBARMENT: In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).

EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

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 initialed by Schultz

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).

DAVIS-BACON ACT (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

CANCELLATION/TERMINATION: In the event, the awarder bidder violates any of the provisions of this bid or fails to perform their obligation under this contract in a manner satisfactory to the SBCC as per specifications, the Director of Purchasing shall give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the School Board for immediate cancellation. Failure of the vendor shall give the SBCC the right to cancel this contract, but waivers of this right, in any instance, shall not prevent the subsequent exercise of this right by the SBCC or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service (Title 32, Section (80.36(i)(1)). Upon cancellation, hereunder the School Board may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The School Board reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board shall only be required to pay to the award bidder that amount of the contract actually performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor. The School Board may cancel the contract upon ninety (90) days written notice for reasons other than cause.

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