**CONTRACT FOR SERVICES**

**This** **Contract for Services** (“Contract”) is made and entered into as of this 15th day of October 2015, by and between The University of Florida Board of Trustees, a public body corporate of the State of Florida for the benefit of its **Lastinger Center for Learning** (“University”), and **Early Learning Coalition of North Florida** (“Contractor”).

 University hereby engages Contractor to provide the Services (hereinafter defined), and Contractor hereby accepts such engagement, on the terms and conditions set forth in this Contract.

 1. **Services**. Contractor shall perform the services described on Exhibit A, attached hereto and incorporated herein by reference (“Services”). All Services shall be performed in a timely, diligent and professional manner, consistent with the best practices of Contractor’s industry.

 2. **Term**. The term of this Contract is set forth on Exhibit A.

 3. **Compensation and Payment**. University shall pay Contractor as the total compensation for the Services the amount set forth on EXHIBIT A, on the payment schedule set forth on EXHIBIT A. Contractor shall not be entitled to any other fees, reimbursements or compensation under this Contract. Contractor shall be responsible for the payment of all general excise taxes, income taxes and any other taxes required to be paid to federal, state and local taxing authorities with respect to any fees or other amounts paid to Contractor. Payment shall be made within thirty (30) days of satisfactory completion of the Services and presentation of a properly completed invoice.

4. **Addresses for Notices.** All Notices under this Contract shall be made in writing the addresses set forth on Exhibit A.

 5. **Standard Terms.** The standard terms and conditions of this Contract are set forth on Exhibit B, attached hereto and incorporated herein by reference. All capitalized terms, unless otherwise defined herein, shall have the meanings given to them in the Standard Terms. In the event of a conflict between the terms contained herein and the Standard Terms, the terms contained herein shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

**UNIVERSITY: CONTRACTOR:**

The University of Florida Board of Trustees for **Early Learning Coalition of North Florida**

the benefit of **The Lastinger Center for Learning**

Name: University Purchasing Name: Dawn Bell

Title: Title: Executive Director

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Donald Pemberton

Title: Director, Lastinger Center for Learning

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

1. Scope of Services (Section 1).

**Early Learning Coalition of North Florida** (Contractor) agrees to support the implementation of Early Learning Florida and provide the **University of Florida, Lastinger Center for Learning** (University) with the following support, services, and/or materials:

1. Identify two Early Learning Florida liaisons between Contractor and University:
	1. An Administrative liaison who is authorized to invoice, collect and maintain a record of W-9 forms, distribute and certify payment of Early Learning Florida stipends for practitioners.
	2. A Program/Professional Development liaison who will lead the development of a local implementation plan for Early Learning Florida courses (e.g., online only, online with Community of Practice (CoP) Facilitation, and online with Technical Assistance (TA) Coaching) that aligns with the Contractor quality improvement goals/initiatives.
2. Recruit Centers and Family Child Care Homes to enroll in Early Learning Florida courses; participating programs must serve young children birth to five years of age and have an active school readiness contract.
	1. Distribute the electronic Early Learning Florida application to selected Administrators/Directors of Centers and Family Child Care Homes to apply to participate in Early Learning Florida
	2. Establish criteria and select eligible Centers and Family Child Care Homes
	3. Provide University with names and email addresses of Center Directors and Family Child Care homes selected.
	4. Provide University with names and email addresses of participants from selected Centers and Family Child Care Homes who will enroll in Early Learning Florida courses.
3. Select Early Learning Florida courses that support local quality improvement goals.
	1. Identify the courses and model (e.g., online only, online with CoP Facilitation, or online with TA Coaching) of each course selected that will be available to the Centers and Family Child Care Homes.
	2. Assign practitioners from selected Centers and Family Child Care Homes to the courses and models that best meet their professional development needs.
4. Maintain a list of all staff or affiliated partners who completed the CoP Facilitation and TA Coaching Institutes.
	1. Assign a qualified CoP Facilitator or TA Coach who has completed the appropriate University training to each section and provide this information to the University.
5. Identify the location for CoP Facilitation meetings and the location of centers/homes where TA coaching will take place and provide this information to the University.
6. Ensure administrative support by staff assigned to support Early Learning Florida implementation (e.g., providing time for planning, coordinating, and collaborating with staff and local partners to support Early Learning Florida implementation; sharing information about Early Learning Florida with Centers and Family Child Care Homes providing school readiness services; completing required documentation of CoP sessions and coaching; submitting timely invoices)
7. Collect and provide University with documentation on Early Learning Florida CoP meetings and TA Coaching sessions (e.g., coaching logs, CoP agendas, sign-in sheets).

VIII. Provide regular feedback to University on application, registration/enrollment process, courses, CoP and TA Coaching support, learning management system, and other elements of Early Learning Florida to meet the professional development needs of practitioners, CoP Facilitators, and TA Coaches.

1. Support evaluation of Early Learning Florida through providing existing data (e.g., demographic information, existing CLASS scores) and/or facilitating original data collection, including focus groups, as needed.
2. Distribute information (e.g., brochures, flyers, announcements) on Early Learning Florida.
3. Complete timely invoicing for practitioner stipends and CoP facilitation and TA coaching. Provide timely payment of individual stipends to practitioners who attain mastery in each course.
	1. Maintain accurate and detailed financial records
	2. Submit appropriate invoicing documentation and written confirmation of payment per University invoicing procedures
4. Term (Section 2). The term of this contract shall begin on October 15, 2015 and terminate on July 31, 2016.
5. Compensation and Payment (Section 3).

In accordance with the Office of Early Learning, Contract # SR 969, upon the successful completion of each Early Learning Florida course (defined as practitioners who attain mastery), review of supporting documentation (i.e., CoP Facilitation: logs, agendas, and attendance sheets; TA Coaching: logs, attendance sheets), and receipt of the invoice (in accordance with University invoicing procedures), the University of Florida, Lastinger Center for Learning agrees to pay stipends to the Contractor as described below, to be distributed to individual practitioners who attain mastery in each Early Learning Florida course and for CoP Facilitation and TA Coaching and not to exceed the following amounts:

**Practitioners:** Not to exceed $ 15,000

**Facilitator Stipends:** Not to exceed $ 12,000

**Administrative Stipends:** Not to exceed $ 6,000

**Total Contract:** Not to exceed $ 33,000

The Contractor must provide written confirmation that stipends were distributed to practitioners who attain mastery in each course. The Contractor must also provide documentation that CoP Facilitation and/or TA Coaching was provided. The total amount of stipends paid to the Contractor for distribution shall not to exceed **$27,000**. The Contractor agrees that the money received can only be used for the purpose described under this section.

Any undistributed stipend funds must be returned to the University of Florida, Lastinger Center for Learning via check. Check must be made payable to the  **University of Florida** and mailed to the address for University under Notices (Section 4). Funds must be received no later than July 31, 2016.

1. Notices (Section 4).

University: Contractor:

Lastinger Center for Learning Early Learning Coalition of North Florida

G315 Norman Hall 2450 Old Moultrie Road, Suite 103

P.O. Box 117052 St. Augustine, FL 32086

Gainesville, FL 32611

Attention: Donald Pemberton Attention: Dawn Bell

Phone: 352-273-4108 Phone: (904) 342-2267

Fax: 352-392-3505 Fax: (904) 342-2268

Email: dpemberton@coe.ufl.edu Email: dbell@elcnorthflorida.org

**EXHIBIT B**

**STANDARD TERMS AND CONDITIONS**

Availability of Funds. The University’s performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature of the State of Florida and/or the allocation of funds through contractor or grant programs.

Payment. Vendor shall submit bills for compensation for services or expenses in detail sufficient for a proper pre-and post-audit. Vendor is responsible for any taxes due under this Agreement. UF’s performance and obligation to pay under the Agreement is contingent upon the State of Florida Legislature’s annual appropriation and/or the allocation of funds through contractor or grant programs. UF will make payment in accordance with UF Regulation 6c1-3.022. If UF does not issue payment within 30 days of receipt of a proper invoice, UF will pay to Vendor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. Vendors experiencing payment problems may contact the Vendor Ombudsman at (352) 392-1241.

Relationship of the Parties. Vendor is an independent contractor, and neither Vendor nor Vendor’s employees, agents, or other representatives shall be considered UF employees or agents. It is understood and agreed by the parties that nothing contained in this Contract shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Contract. Vendor shall not use UF’s name, trademarks, logos, or marks without UF’s prior written approval. Vendor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the willful or negligent acts or omissions of Vendor’s subcontractors or persons otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling Vendor's obligations under the Agreement.

Confidentiality of Information. If Vendor is exposed to UF’s confidential information, Vendor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act.) Confidential information shall not include information that is a public record pursuant to Florida law (Florida Statutes Chapter 119), and UF will respond to public records requests without any duty to give Vendor prior notice. This provision shall survive termination of the Agreement.

General Provisions. A. Nothing in this Agreement shall be construed as an indemnification of the Vendor by UF or as a waiver of sovereign immunity beyond that provided in Fla. Stat. §768.28. B. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties’ successors and assigns. C. Any clauses in the Agreement regarding: arbitration or mediation, restrictions on the hiring of Vendor’s employees or grants of exclusivity to Vendor are null and void. E. Vendor will have and maintain types and amounts of insurance that at a minimum cover the Vendor’s (or subcontractor’s) exposure in performing this Agreement. UF is self-insured, and will provide its Certificate of Insurance upon request; UF is not required to obtain additional insurance for this Agreement. F. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the state courts in Alachua County, Florida.

Sovereign Immunity: The University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The University will not agree to (i) indemnify or hold harmless any vendor; (ii) be liable for vendor’s attorneys’ fees under any circumstances; or (iii) binding arbitration or mediation. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either University’s or the State of Florida’s sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

Tax Exempt. The University of Florida, an agency of the State of Florida, is exempt from State of Florida Sales Tax and Federal Excise Tax. Tax Exempt ID number 59-6002052.

Ownership of Works. All reports, studies, plans, deliverables, strategies, materials, discoveries, inventions, processes, designs, plans, trade secrets, data, information, documents and other work (collectively, "Work"), whether of a technical nature or not, made, developed or obtained by Contractor pursuant to this Contract or in connection with the provision of the Services shall be the sole and exclusive property of University and any copyrightable Work shall be deemed a "work made for hire" under the United States copyright laws. Should such Work not constitute a "work made for hire" under the United States copyright laws, Contractor hereby grants, transfers, assigns, and conveys to University and its successors and assigns, the entire right, title, and interest in the Work or any part thereof. Immediately upon termination of this Contract for any reason, all Work, in whatever form, shall be turned over to University. This provision shall survive the termination of this Contract.

Payment Card Industry Data Security Standard. For e-commerce business and/or credit card transactions, Vendor agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment card Industry Data Security Standard.

Force Majeure. “Event of Force Majeure” means any strike (except those involving the employees or agents of the party seeking protection of this clause), lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question. Vendor shall give prompt notice to University of Florida of any actual or potential labor dispute which may affect performance of this contract.

Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida Board of Governors and the University. University and Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in Alachua County, Florida.

Indemnification. The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Vendor’s obligation under this provision shall not extend to any liability caused by the sole negligence of the University Of Florida Board Of Trustees, University, or its officers, agents, and employees. Due to its sovereign immunity, UF will not agree to indemnify Vendor.

Public Records. All contract information becomes subject to Florida Public Records law, F.S. Chapter 119.

Travel. Any travel authorized by this Contract and being compensated separately shall be compensated in accordance with the University’s travel policy (http://fa.ufl.edu/uco/handbook/handbook.asp?doc=1.4.14) and Contractor shall be required to provide all back-up documentation required by the policy.

Conflict of Interest. Vendors must disclose the name(s) of any officer, director, or agent who is also an employee of the University of Florida. Further, Vendor must disclose the name of any University of Florida employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor’s business.

State Vendor Lists. Contractor represents that neither it nor its affiliates is currently on, and for the past 36 months has been on, the State of Florida’s discriminatory vendor list (F.S. 287.134) or convicted vendor list (F.S. 287.133).

Notices. All notices, consents, approvals and other communications (collectively, “Notices”) which may be or are required to be given by either party shall be properly given only if made in writing and sent to the address of University or Contractor, as applicable, set forth in Exhibit A, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service. Telephone and facsimile numbers and e-mail addresses are listed for convenience only. Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

Termination. UF may terminate this Agreement by giving Vendor prior written notice of termination. UF shall only be liable for payment of services rendered and accepted by UF prior to the date of termination.

Unilateral Cancellation. This Contract may be unilaterally canceled by University for refusal by Contractor to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this Contract.

Miscellaneous. This Contract may be modified or altered only by written agreement signed by both University and Contractor. Time is of the essence with respect to this Contract. Contractor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Contract. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument.

Record-Keeping. Contractor agrees to retain all records relating to this Contract during the term and for a period of five (5) years thereafter and to make those records available at all reasonable times for inspection and audit by University and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at the University’s Gainesville campus or other location designated by University upon reasonable notice to Contractor.