



DISTRICT SCHOOL BOARD OF PASCO COUNTY
STANDARD CONSULTANT AGREEMENT

Contract #: _____

THIS AGREEMENT, entered into as of the _____ day of _____, 20_____ by and between the District School Board of Pasco County, (hereinafter referred to as the "DISTRICT") and _____ (hereinafter referred to as the "CONSULTANT").

WITNESSETH THAT:

The DISTRICT and the CONSULTANT do mutually agree as follows:

1. This contract is for professional, technical, or personnel services. The CONSULTANT is and shall remain an independent CONSULTANT and not an employee or agent of the DISTRICT for the purpose of providing services not otherwise available to the DISTRICT.
2. The CONSULTANT shall, in a satisfactory, competent, and professional manner, as determined by the DISTRICT, perform the following:

3. The DISTRICT shall furnish services, data, and information, etc., to the CONSULTANT as follows:

4. The CONSULTANT shall commence performance of this contract on _____ and shall complete performance to the satisfaction of the DISTRICT no later than _____.
5. The DISTRICT shall pay compensation and expenses to the CONSULTANT as indicated. Compensation for personal services shall be standard for the CONSULTANT based upon their qualifications and the nature of services provided.

If the CONSULTANT is to be reimbursed for travel expenses, the expenses charged for travel shall not exceed those allowable under the customary practices and policies of the DISTRICT. It is agreed that this a "flat fee" contract. At no time will the amount paid to the CONSULTANT exceed the amount in this section without a written amendment endorsed by both the DISTRICT and the CONSULTANT.

The DISTRICT shall remit payment of the compensation in this section within thirty (30) days upon receipt of a detailed invoice from CONSULTANT after services are rendered.

6. The CONSULTANT shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the DISTRICT, any portion of services to be performed under this contract.



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7. The CONSULTANT shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or federal governing bodies included within this section. The CONSULTANT shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this contract. This contract shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. CONSULTANT understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention.
8. Any discovery or invention arising from, or developed as a result of this contract shall be promptly reported to the DISTRICT to determine whether patent protection shall be sought to protect the public interest. Neither the CONSULTANT nor any individual employee under this contract shall have proprietary interest in any such discovery.
9. This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events.
10. CONSULTANT hereby agrees to indemnify and hold the DISTRICT harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the CONSULTANT and which are not caused or materially contributed to by any officer, employee, agent or other representative of the DISTRICT.
11. This form is a release, waiver, indemnification, and hold harmless agreement, which acts to protect and release the DISTRICT from any and all damages or injuries which may result from CONSULTANT's participation in the aforementioned event.
12. CONSULTANT agrees that should any portion of this form be held invalid under controlling Florida law, then the remainder of this form shall remain intact and in force, to the extent that it is not invalid under controlling Florida law. CONSULTANT specifically acknowledges that its individual duty to indemnify the DISTRICT for the above-referenced liability is not dependent on the validity of any other portions of this document, including the release of liability.
13. The DISTRICT may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensations which are mutually agreed upon by and between the DISTRICT and the CONSULTANT, must be incorporated in written amendment to this contract.
14. Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate court in and for Pasco County, State of Florida.
15. This contract and/or any and all parts thereof can be terminated without cause upon 30 days written notice by either party. Upon termination, the CONSULTANT shall receive compensation and expenses to the date of termination, provided CONSULTANT has fully performed as stated herein up to the termination and has not breached the terms and provisions of this contract.



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16. EMPLOYMENT/EMPLOYEE BACKGROUND CHECKS

- a. Individuals conducting business, with the DISTRICT, who will (1) be at the school when students are present, (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by the Office for Human Resources and Educator Quality prior to commencement of services or work. The CONSULTANT shall be fully and solely responsible (the liabilities and responsibilities of the employees are not eliminated) for all matters regarding the personal safety of school personnel and students. By signing this document you are attesting to the fact that your employees working on DISTRICT property, have been properly screened, in accordance with Florida State Statute 1012.32(2)(a) and 1012.465(1) and have not been found guilty or pled guilty or nolo contendere (no contest) regardless of adjudication, to any crime listed in State Statute 435.04, including but not limited to: murder, rape, molestation, aggravated assault, aggravated battery, kidnapping, sexual battery, lewdness and indecent exposure, incest, child abuse, negligent treatment of children, etc. Any costs associated with the screening are the sole responsibility of the CONSULTANT.

17. INSURANCE

The CONSULTANT shall purchase and maintain insurance for protection from claims under worker’s compensation acts, claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the CONSULTANT’S employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the CONSULTANT is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the DISTRICT. The insurance carrier shall be rated “A” or better by Best’s Key Rating Guide.

Limits of coverage shall be:

Coverage:	Minimum Required:
1. Worker’s Compensation	Florida Statute 440
2. General Liability	Combined Limit
Bodily Injury: Each Person	\$500,000.00
Bodily Injury: Each Accident	\$500,000.00
Property Damage: Each Accident	\$500,000.00
3. Automobile Liability & Property Damage	Combined Limit
Bodily Injury: Each Person	\$100,000.00
Bodily Injury: Each Accident	\$300,000.00
Property Damage	\$50,000.00

The DISTRICT shall receive thirty (30) days’ prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the CONSULTANT shall procure substitute insurance so as to assure the DISTRICT that the limits of coverage are maintained continuously throughout the period of this agreement.



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18. CONFIDENTIAL INFORMATION

Each party acknowledges that it may have access to certain confidential information of the other party concerning the other party’s business plans, employees and students’ personal information, clients, technology, and products, including the terms and conditions of this agreement (“confidential information”): confidential information will include, but not be limited to, each party’s proprietary software and customer, employee, and student information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this agreement, nor disclose to any third party (except as required by law or to that party’s attorneys, accountants and other advisors on a need to know basis), any of the other party’s confidential information and will take reasonable precautions to protect the confidentiality of such confidential information.

“Owner” refers to the party disclosing proprietary information hereunder, whether such party is the DISTRICT or CONSULTANT and whether such disclosure is directly from Owner or through Owner’s employees or agents; and “Recipient” refers to the party receiving any proprietary information hereunder. Recipient hereby acknowledges and agrees that the proprietary information shall remain the sole and exclusive property of Owner. The disclosure of the proprietary information to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the proprietary information, except as provided under this agreement. Recipient shall protect the proprietary information of Owner the same degree of protection and care Recipient uses to protect its own proprietary information, but in no event less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party’s confidential information.

Exceptions: Information will not be deemed confidential information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secretly or confidential, except through a breach of this agreement by the receiving party; or (iv) is independently developed by the receiving party.

IN WITNESS WHEREOF, the DISTRICT and the CONSULTANT have executed this agreement as of this date.

ATTEST:

DISTRICT SCHOOL BOARD OF PASCO COUNTY

By: _____
Purchasing Agent

By: _____
Department/School Administrator

By: _____
Board Chair

CONSULTANT

By: _____

Date fingerprinted (if applicable): _____