



DES of Florida, LLC

GENERAL AGREEMENT FOR TEMPORARY SERVICES

This AGREEMENT is made and entered into this 19TH day of July, 2016, between The School Board of Sarasota County, Florida (SBSC) having its principal address at 1960 Landings Blvd., Sarasota Florida 34231, and DES of Florida, LLC, a Florida Limited Liability Company, ("DES") having its principal office at 3023 N Shannon Lakes North, Suite 102, Tallahassee, Florida 32309.

In consideration of the terms and conditions contained herein, and other good and valuable consideration, the parties hereto do mutually agree as follows:

ARTICLE I - DEFINITIONS

1.1 For the purpose of this Agreement the following terms shall mean:

"THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA (SBSC) Representative"- Person authorized by the SBSC to issue Letter Purchase Orders pursuant to this Agreement and approve DES invoices.

"Contractors" - DES employees or sub-contractors as defined in the article entitled DES CONTRACTORS.

"Letter Purchase Orders"- Orders issued by for Temporary Services and/or the Work placed pursuant to this Agreement.

"Temporary Services" – Contractors provided by DES for assignment to projects designated by SBSC as specifically detailed in Letter Purchase Order(s).

"Work" - Temporary Services and/or other services necessary to perform DES's obligations under this Agreement that are provided by DES as specifically stated in Letter Purchase Order(s).

ARTICLE 2 - SCOPE OF AGREEMENT

2.1 This Agreement is applicable to the procurement by SBSC or its Ordering COMPANIES as defined below. Specific job specifications will be included in individual Letter Purchase Orders.

2.2 SBSC acknowledges that DES may furnish a portion of the Temporary Services under this Agreement by utilizing DES's wholly owned subsidiaries, affiliates, authorized licensees and franchises. In all such cases, DES shall be primarily responsible for such activities and shall guarantee the faithful performance of such Temporary Services and Work and all obligations under this Agreement. All such Temporary Services and Work provided by DES's affiliates, authorized licensees and franchisees shall be considered to be Temporary Services and Work provided by DES. SBSC shall have the right to deal directly and exclusively with DES, regarding all matters related to the performance of all obligations under this Agreement.

ARTICLE 3- ORDERING COMPANIES

3.1 For the purpose of this agreement this section has been deleted.

ARTICLE 4 –LETTER PURCHASE ORDERS

4.1 DES shall furnish qualified contractors of DES to SBSC as specified in Letter Purchase Orders issued from time to time by the SBSC Representative. Letter Purchase Orders shall constitute the only authorization for DES to take any action or to expend money.

4.2 Estimates furnished by SBSC shall not constitute commitments. DES acknowledges and agrees that no Temporary Services by DES Contractors shall begin and DES shall refuse to fill any requests for DES Contractors to start Services unless and until the SBSC's Representative issues a properly executed Letter Purchase Order.

"Providing Professional Staffing Solutions"

ARTICLE 5- CONTENTS OF LETTER PURCHASE ORDER

- 5.1 Each Letter Purchase Order placed by SBSC Representative shall contain the following information:
1. Statement that Letter Purchase Order is issued pursuant to Agreement Number DESF-061671-SBSC
 2. Scope of Work to be performed.
 3. The dates at which Temporary Services are to commence and terminate.
 4. The name, address, and telephone number of SBSC Representative.
 5. Limit of expenditure.
 6. Cost and Fees (i.e., Bill Rate and Expenses)

ARTICLE 6- TERM OF AGREEMENT AND TERMINATION

- 6.1 The terms of the Agreement shall commence on July 1, 2016, and shall continue in effect through June 30, 2018. Thereafter, the Agreement may be renewed annually with the written approval of the parties through June 30, 2020, unless terminated by either party in accordance with Section 6.2 of this Agreement.
- 6.2 This Agreement may be terminated prior to the ending date under the following conditions:
1. The foregoing notwithstanding, either party may terminate this Agreement, without cause, by providing the other party at least thirty (30) days written notice; provided however, that this Agreement shall continue in force and effect with respect to any Letter Purchase Orders issued by SBSC and accepted by DESF prior to the date of termination.
 2. As to the assignment of DESF's Contractors to any projects, SBSC, in addition to all other rights and remedies for the failure of DESF to perform its obligations under any Letter Purchase Order issued pursuant to this Agreement, may cancel this Agreement and any and all Letter Purchase Orders issued pursuant to this Agreement, in whole or in part, by written notice to DESF specifying the extent to which the Letter Purchase Order(s) or Agreement are canceled and the date upon which such cancellation becomes effective. DESF shall be entitled to payment only for Temporary Services rendered, and for approved expenses under this Agreement or any Letter Purchase Order.
 3. Either party upon thirty (30) days written notice, without cause, may terminate Letter Purchase Orders issued pursuant to this Agreement. In the event of such termination, DESF shall be entitled to payment for Temporary Services rendered to the effective date of termination and for any authorized expenses under the applicable Letter Purchase Order.
 4. In the event of termination of this Agreement or any Letter Purchase Order, all SBSC property in DESF's possession shall be forwarded promptly to SBSC.

ARTICLE 7- INTELLECTUAL PROPERTY AGREEMENT

- 7.1. DESF shall have each DESF Contractor sign an Intellectual Property Agreement in the forms annexed hereto as *Attachment A*. Said agreements shall be executed by the DESF Contractor and shall be retained by the DESF and accessible to SBSC for auditing purposes.

ARTICLE 8 - DESF CONTRACTORS

- 8.1 The term DESF CONTRACTORS means anyone performing the Work or furnished by DESF under this Agreement, including but not limited to the DESF's employees, consultants, representatives, agents, subcontractors, and subcontractors' subcontractors at all tiers. It is agreed that all persons provided by DESF to perform the Work are not employees or agents of SBSC and SBSC shall not exercise any direct control or supervision over DESF Contractors but SBSC's Representative will be available for consultation. The SBSC will identify an individual to be its Representative to DESF.

ARTICLE 9 - ARTICLE HEADINGS

- 9.1. The article headings are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

ARTICLE 10- ATTACHMENTS

- 10.1 The following attachments are hereby made part of the Agreement:
- Attachment A - Agreement between DESF contractor and SBSC regarding intellectual property
 - Attachment B - Schedule of pricing as described for services at the top of Attachment B
 - Attachment C - Schedule of pricing as described for services at the top of Attachment C

ARTICLE 11- ASSIGNMENT

- 11.1 DESF shall not assign any right or interest under this Agreement (excepting solely for moneys due or to become due) without the prior written consent of SBSC. DESF shall be responsible for all Work performed by DESF's contractor(s) at any tier. SBSC may assign this AGREEMENT to any affiliate of SBSC or any entity merging with or acquiring substantially all the assets of SBSC.

ARTICLE 12- AUTHORSHIP, COPYRIGHT AND MASK WORK RIGHTS

- 12.1 The entire right, title, and interest, including copyright and mask work rights, in all original works of authorship fixed in any tangible medium of expression heretofore or hereafter created by DESF, or on DESF's behalf, for SBSC or furnished to SBSC hereunder is hereby transferred to and vested in SBSC. The parties expressly agree to consider as works made for hire those works ordered or commissioned by SBSC that qualify as such in accordance with the copyright laws. For all such original works, DESF agrees to provide documentation satisfactory to SBSC to assure the conveyance of all such right, title, and interest, including copyright and mask work rights, to SBSC

ARTICLE 13- BANKRUPTCY AND TERMINATION FOR FINANCIAL INSECURITY

- 13.1 Either party may terminate this Agreement by notice in writing:
1. If the other party makes an assignment for the benefit of creditors (other than solely an assignment of moneys due); or
 2. If the other party evidences an inability to pay debts as they become due, unless adequate assurance of such ability to pay is provided within thirty (30) days of such notice.

If a proceeding is commenced under any provision of the Federal Bankruptcy Code, voluntary or involuntary, by or against either party, and this Agreement has not been terminated, the non-debtor party may file a request with the bankruptcy court to have the court set a date within sixty (60) days after the commencement of the case, by which the debtor party will assume or reject this Agreement, and the debtor party shall cooperate and take whatever steps necessary to assume or reject the Agreement by such date.

ARTICLE 14- CHOICE OF LAW

- 14.1 This Agreement and all transactions under it shall be governed by the laws of the State where work is performed. DESF agrees to submit to the jurisdiction of any court wherein an action is commenced against SBSC based on a claim for which DESF has agreed to indemnify SBSC under this Agreement.

ARTICLE 15- COMPLIANCE WITH LAWS

- 15.1 DESF and all persons furnished by DESF shall comply at their own expense with all applicable laws, ordinances, regulations and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performance under this Agreement.

ARTICLE 16- DEVELOPED INFORMATION

- 16.1 DESF agrees that DESF will and, where applicable, will have DESF's associates (as defined in the article entitled INVENTIONS), disclose and furnish promptly to SBSC any and all technical information, computer or other apparatus programs, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge or data, written, oral or otherwise expressed ("Information"), originated or developed by DESF or by any of DESF's associates as a result of Work performed under, or in anticipation of, this Agreement. DESF further agrees that all such Information shall be SBSC's property, shall be kept in confidence by DESF and DESF's associates, shall be used only in performing this Agreement or in the filling of orders hereunder, and may not be used for other purposes except upon such terms as may be agreed upon between the parties in writing.

ARTICLE 17- FORCE MAJEURE

17.1 Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party or its contractors ("force majeure conditions").

ARTICLE 18- GOVERNMENT REQUIREMENTS

18.1 As provided in Section 287.042(16) (a), Florida Statutes, other state agencies may purchase from this resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State of Florida. Upon such approval, the Contractor (DESF) may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

18.2 As part of this Agreement the DESF, its agents and employees agree to follow and abide by the State of Florida Code of Ethics, standard of conduct as contained in Part 3, Chapter 112, Florida Statutes.

18.3 Public Records DESF agrees to comply with Florida's Public Records Law including:

- i. keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
- ii. providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- iii. ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- iv. meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of DESF upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

IF DESF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

ARTICLE 19 - IDENTIFICATION

19.1 DESF shall not, without SBSC's prior written consent, engage in publicity related to this Agreement, or make public use of any Identification (as hereinafter defined) in any circumstances related to this Agreement. "Identification" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of SBSC, or their affiliates. DESF shall remove or obliterate any Identification prior to any use or disposition of any material rejected or not.

ARTICLE 20 - IDENTIFICATION CREDENTIALS

20.1 SBSC may, at its discretion, require DESF's Contractors to exhibit identification credentials, which SBSC may issue, in order to gain access to SBSC's premises for the performance of the Work. If, for any reason, any of DESF's Contractors are no longer performing Work, DESF shall immediately inform SBSC's Representative in the speediest manner possible. Notification shall be followed by the prompt delivery to SBSC's Representative of the identification credentials.

ARTICLE 21 - IMPLEADER

21.1 DESF shall not implead or bring an action against SBSC based on any claim by any person for personal injury or death to a contractor of SBSC for which SBSC has previously paid or is obligated to pay worker's compensation benefits to such contractor or claimant and for which such contractor or claimant could not otherwise bring legal action against SBSC.

ARTICLE 22 - INDEMNITY

22.1 At SBSC's request, DESF agrees to indemnify, defend and hold harmless SBSC, its affiliates, customers, employees, successors and assigns (all referred to as "SBSC") from and against any losses, damages, claims, fines, penalties and expenses (including reasonable attorney's fees) that arise out of or result from: (1) injuries or death to persons or damage to property, including theft, in any way arising out of or caused or alleged to have been caused by the Work or Services performed by, or material provided by DESF or persons furnished by DESF except to the extent such injury or death to persons or damage to property is caused by negligent acts or omissions of SBSC or its employees; or (2) assertions under Workers' Compensation or similar acts made by persons furnished by DESF; or (3) any failure of DESF to perform its obligations under this Agreement.

ARTICLE 23- INDEPENDENT CONTRACTOR

23.1 DESF and all individuals and entities furnished by DESF (collectively, the "DESF Group") to perform the Work are independent contractors and nothing in this Agreement shall result in the members of the DESF Group being deemed to be agents, employees, representatives, partners or joint ventures of SBSC. Further, none of the benefits provided by SBSC to its employees, including but not limited to compensation, insurance, employee benefit plan benefits or unemployment insurance, are available from SBSC to any member of DESF Group. The members of the DESF Group shall have no authority to bind, commit, or otherwise obligate SBSC in any manner whatsoever.

ARTICLE 24- INFRINGEMENT

24.1 DESF shall indemnify and save harmless SBSC, its affiliates and their customers, officers, directors, and employees (all referred to in this article as "SBSC" from and against any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims (1) of infringement of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest, and (2) related by circumstances to the existence of this Agreement or performance under or in contemplation of it (an "Infringement Claim"). If the Infringement Claim arises solely from DESF's adherence to SBSC's policies and/or written instructions regarding services or tangible or intangible goods provided by DESF ("Items") and, with respect to tangible or intangible goods, if the Items are not (1) commercial items available on the open market or the same as such items, or (2) items of DESF's designated origin, design or selection, SBSC shall indemnify DESF. SBSC or DESF (at SBSC's request) shall defend or settle, at its own expense any demand, shall timely notify the other of any assertion against it of any Infringement. Claim and shall cooperate in good faith with the other to facilitate the defense of any such Claim.

ARTICLE 25- INSURANCE

- 25.1 DESF shall maintain and cause DESF's subcontractors to maintain during the term of this Agreement:
1. Workers' Compensation insurance as prescribed by the law of the state or nation in which the Work is performed;
 2. Employer's Liability insurance with limits of at least \$1,000,000 for each occurrence;
 3. Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence.

All CGL insurance shall designate SBSC, its affiliates, and its directors, officers and employees (all referred to as "SBSC") as additional insured. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any other coverage available to SBSC shall apply on an excess basis. The DESF shall furnish certificates or adequate proof of the foregoing insurance, including if specifically requested by SBSC, endorsements and policies.

ARTICLE 26- INVENTIONS

- 26.1 DESF agrees that if any inventions, discoveries or improvements are conceived, first reduced to practice, made or developed in anticipation of, in the course of, or as a result of work done under this Agreement, by DESF or by one or more of DESF's employees, consultants, representatives or agents ("associates"), DESF will assign to SBSC. DESF's and DESF's associates' entire right, title and interest in and to such inventions, discoveries and improvements, and any patents that may be granted thereon in any jurisdiction of the world. DESF also agrees that, without charge to SBSC, DESF will and will have DESF's associates sign all papers and do all acts which may be necessary, desirable or convenient to enable SBSC at SBSC's expense to file and prosecute applications for patents on such inventions, discoveries and improvements, and to maintain patents granted thereon. DESF further agrees to grant and hereby grants SBSC and SBSC affiliate severally, under any patent issued in any jurisdiction of the world for any invention made prior to the completion of the work done under this Agreement, nonexclusive, royalty-free licenses (to the extent DESF has the right to do so) to make, have made, use lease, sell and import any product or facility derived from the Work done under this Agreement. The licenses so granted to SBSC include the right to grant sublicenses to their subsidiaries and associated companies. DESF also agrees to acquire from its associates such assignments; rights and covenants as to assure that SBSC shall receive the rights provided for in this INVENTIONS article.

ARTICLE 27- INVOICING

- 27.1 Invoices shall be sent at the first of each month or as agreed to in a Letter Purchase Order.
- 27.2 Each invoice shall reference the applicable Letter Purchase Order and shall show the total hours/days worked and the bill rate charged. Any approved expenses shall also be stated on the invoice. Each invoice must include a copy of each DESF Contractor's time sheet and expense voucher approved by SBSC's Representative.
- 27.3 All authorized reimbursements to DESF or DESF's Contractors shall be billed to SBSC by DESF and paid directly to DESF by SBSC.

ARTICLE 28- ARBITRATION/JURUSDICTION

- 28.1 If a dispute relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties shall submit the dispute to a sole arbitrator, who shall be mutually agreeable to the parties. Each party shall bear its own expenses, including costs and attorneys' fees, related to the arbitration and shall each split equally the expense of the arbitrator.
- 28.2 Nothing in this article shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending arbitration.
- 28.3 The sole and exclusive jurisdiction for any action arising from this Agreement shall be the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

ARTICLE 29- NON-EXCLUSIVE RIGHTS

29.1 This Agreement does not grant to DESF any exclusive privileges or rights to provide to SBSC the Temporary Services of any type which SBSC may require, nor requires the purchase of such services by SBSC. SBSC may contract with other companies or individuals for the procurement of the same or comparable Temporary Services.

ARTICLE 30- NOTICES

30.1 All notices under this Agreement and under each Letter Purchase Order shall be deemed duly given upon delivery, if delivered by hand or if sent by certified mail, postage prepaid, return receipt requested, as set forth below or to such other address as either party may designate by notice pursuant hereto:

Buyer: The School Board of Sarasota County, Florida
1960 Landings Blvd
Sarasota, Florida 34231
(941) 927-9000
Attention: Mrs. Mitsi Corcoran Chief Financial Officer

Supplier: DES of Florida, LLC.
3023 North Shannon Lakes, Suite 102
Tallahassee, Florida 32309
(850) 893-1315
Attention: Roy F. DeCastro, Managing Partner

ARTICLE 31- PAYMENT TERMS

31.1 Invoices shall be paid within thirty (30) days of receipt of invoice.

ARTICLE 32 - RELEASES VOID

32.1 Neither party shall require (i) waivers or releases of any personal rights or (ii) execution of documents which conflict with the terms of this Agreement, from employees, representatives or customers of the other in connection with visits to its premises and both parties agree that no such releases, waivers or documents shall be pleaded by them or third persons in any action or proceeding.

ARTICLE 33- RIGHT OF ACCESS

33.1 Each party shall permit the other party reasonable access to its facilities in connection with Work under this Agreement. No charge shall be made for such visits. It is agreed that prior notification will be given when access is required.

ARTICLE 34- RIGHT OF ENTRY

34.1 Each party shall have the right to enter the premises of the other party during normal business hours with respect to the performance of this Agreement, subject to all plant rules and regulations, security regulation and procedures and U.S. or foreign government clearance requirements, if applicable.

ARTICLE 35- RIGHT TO HIRE

35.1 For the purpose of this Agreement, this section has been deleted.

ARTICLE 36 - SEVERABILITY

36.1 If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Agreement, but rather this entire

Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE 37 - STANDARDS

37.1 DESF Contractors with records of criminal convictions, other than minor traffic violations, shall not be assigned to SBSC until a detailed statement of the circumstances is furnished to SBSC for its review and SBSC has given its written approval of such assignment. In fulfilling DESF's obligations under this article, DESF shall comply fully with the laws relating to the making of investigative reports and the disclosure of information contained therein, specifically including the fingerprinting and background check requirements in Chapter 1012, Florida Statutes.

ARTICLE 38- DESF'S EMPLOYEES AND SUBCONTRACTORS

38.1 DESF shall not delegate or subcontract any Work or other obligation under this Agreement without the prior written consent of SBSC. If any of the Work is dependent on work done by others, DESF shall inspect and promptly report to SBSC's Representative any defect that renders such other work unsuitable for DESF's proper performance. All persons furnished by DESF shall be considered solely DESF's employees or agents, and DESF shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions when required by law.

ARTICLE 39- DESF'S INFORMATION

39.1 DESF shall not provide under, or have provided in contemplation of this Agreement, any idea, data, program, technical, business or other intangible information, however conveyed, or any document, print, tape, disc, semiconductor memory or other information-conveying tangible article, unless DESF has the right to do so, and DESF shall not view any of the foregoing as confidential or proprietary.

ARTICLE 40 - DESF REPORTS

40.1 Letter Purchase Order reports (to be negotiated by DESF and SBSC).
 40.2 Agreement reports (to be negotiated by DESF and SBSC).

ARTICLE 41 -SURVIVAL OF OBLIGATIONS

41.1 The obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 42- TOOLS AND EQUIPMENT

42.1 Any equipment required by SBSC shall be paid by SBSC. DESF will not be required to furnish or pay for any equipment needed by contractor to perform duties required in LPO.

ARTICLE 43 - USE OF INFORMATION

43.1 DESF shall view as SBSC's property any idea, data, program, technical, business or other intangible information, however conveyed, and any document, print, tape, disc, tool, or other tangible information conveying tangible or performance-aiding article owned or controlled by SBSC, and provided to, or acquired by, DESF under or in contemplation of this Agreement (Information). DESF shall, at no charge to SBSC, and as SBSC directs, destroy or surrender to SBSC promptly at its request any such article or any copy of such Information. DESF shall keep Information confidential and use it only in performing under this Agreement and obligate its employees, subcontractors and others working for it to do so, provided that the foregoing shall not apply to information previously known to DESF free of obligation, or made public through no fault imputable to DESF. Nothing in this clause shall alter or negate DESF's obligations under the Section 4.2 of the clause LETTER PURCHASE ORDERS.

43.2 Confidential Information: Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to SBSC networks (hereinafter

"Confidential Information"). Contractor agrees that neither it nor any Contractor agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBSC in writing, any Confidential Information. In addition, following expiration of said contract, Contractor, its agents, employees, officers, and subcontractors shall either destroy or return to SBSC all Confidential Information. With 72-hours written notification, SBSC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the Contractor's facilities and equipment.

ARTICLE 44- WAIVER

44.1 The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

ARTICLE 45- ENTIRE AGREEMENT

45.1 This Agreement shall incorporate the typed or written provisions on SBSC's Letter Purchase Order(s) issued pursuant to this Agreement and shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and the Letter Purchase Order(s) and shall not be modified or rescinded, except by a writing signed by DESF and SBSC. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written communications and understandings of the parties with respect to the subject matter of this Agreement.

SCHOOL BOARD OF SARASOTA COUNTY

DES of Florida, LLC

BY:

BY:

(Authorized Signature)

(Authorized Signature)

Name: Shirley Brown

Name: Roy F DeCastro

Title: Chair

Title: Managing Partner

Date:

Date: 06/28/2016

BY:

(Authorized Signature)

Name: Mrs. Lori White

Title: Superintendent

Date:

Approved for Legal Content
June 28, 2016
Matthews Eastmoore, General Counsel for the
School Board of Sarasota County
Signed: ASH

ATTACHMENT A

AGREEMENT BETWEEN DESF CONTRACTOR AND REGARDING INTELLECTUAL PROPERTY

In consideration of payment for the performance of work or assignments for SBSC or any of its affiliates, and other good and valuable consideration, including the use on behalf of DES of Florida, LLC, of its material, private or proprietary information, or facilities;

I agree that I will keep in confidence and will not, except as required in the conduct of general business or as authorized in writing on behalf of, publish, disclose or use, during and after the period of my work or assignment, any private or proprietary information which I may in any way acquire, learn, develop, or create by reason of such work or assignment;

(Date)

(Signature)

DES ofFlorida.LLC
(Name ofDESF)

(Typed or Printed Name)

DESF -061671-SBSC
(Agreement Number)

(Social Security Number)

ATTACHMENT B

PRICING OF CONTRACTORS PAID ON AN HOURLY BASIS

The compensation of Contractors paid on an hourly basis will be for time worked and will receive no pay for time not worked and, accordingly, will not be billed for time not worked. Such Contractor will not be paid for Holidays, Vacation, Sick Leave or any other time off from work. The percentage mark-ups reflected in the table below include, but are not limited to, the costs associated with employer's portion of payroll taxes including FICA, Medicare, Federal and state unemployment taxes, workman's compensation insurance, general liability and employment practices insurance, and cost of funds. Should DESF be required or elect to have the Contractor receive certain benefit(s) that have not been contemplated by DESF in determining the mark-up, any increase in the mark-up will be negotiated on a case-by-case basis and will be set forth in the Letter Purchase Order. Because special circumstances and/or conditions may arise were the percentage mark-up reflected in the table below will differ from the percentage mark-up in the Letter Purchase Order, the percentage mark-up in the executed Letter Purchase Order will govern.

Hourly Pay Ranges	Percentage Mark-up
\$11.00 to \$15.00	33.00%
\$15.01 to \$20.00	29.50%
\$20.01 to \$25.00	28.50%
\$25.01 to \$30.00	27.25%
\$30.01 to \$35.00	25.75%
\$35.01 to \$40.00	24.75%
\$40.01 to \$45.00	23.75%
\$45.01 to \$50.00	22.75%
\$50.01 to \$55.00	21.50%
\$55.01 to \$60.00	20.00%
\$60.01 and Over	19.0%

ATTACHMENT C

PRICING OF SALARIED CONTRACTORS

The compensation of Contractors assigned to a salary position shall include the pay for Holidays, Vacation, Sick Leave and any other time off with pay as may be negotiated from time to time between DESF and SBSC. The specific number of days will be determined on a case-by-case basis and will be set forth in the Letter Purchase Order. The percentage mark-ups reflected in the table below include, but are not limited to, the costs associated with employer's portion of payroll taxes including FICA, Medicare, Federal and state unemployment taxes, workman's compensation insurance, general liability and employment practices insurance, and cost of funds. Should DESF be required or SBSC elect to have the Contractor receive certain benefit(s) that have not been contemplated by DESF in determining the mark-up, any increase in the mark-up will be negotiated on a case-by-case basis and will be set forth in the Letter Purchase Order. Because special circumstances and/or conditions may arise where the percentage mark-up reflected in the table below will differ from the percentage mark-up in the Letter Purchase Order, the percentage mark-up in the executed Letter Purchase Order will govern. The Contractor will be eligible, at no additional cost, to participate in the DESF's 401(k) Plan upon meeting certain plan eligibility requirements.

Salary Ranges	Percentage Mark-up
\$30,001 to \$40,000	33.0%
\$40,001 to \$45,000	29.5%
\$45,001 to \$50,000	28.5%
\$50,001 to \$55,000	28.0%
\$55,001 to \$60,000	26.5%
\$60,001 to \$65,000	26.0%
\$65,001 to \$70,000	25.5%
\$70,001 to \$75,000	25.0%
\$75,001 to \$80,000	24.5%
\$80,001 to \$85,000	24.0%
\$85,001 to \$90,000	23.5%
\$90,001 to \$95,000	23.0%
\$95,001 to \$100,000	22.5%
\$100,001 to \$125,000	21.5%
\$125,001 to \$150,000	20.0%
\$150,001 & Above	19.0%