AGREEMENT

THIS AGREEMENT made and entered into by and between THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA JUNIOR COLLEGE, FLORIDA, hereinafter referred to as "PJC," and THE UNIVERSITY OF WEST FLORIDA, for and on behalf of the University of West Florida Board of Trustees, hereinafter referred to as "UWF,"

WHEREAS, PJC and UWF have agreed to the joint funding of a Nursing Advisor/Lab Coordinator position, to have as the primary duty station for the Warrington Campus;

WHEREAS, the parties hereto desire to reduce their agreement regarding the apportionment of the duties which will be appointed by each institution and the compensation payable to the Nursing Advisor/Lab Coordinator to writing, and

WHEREAS, the parties also desire to provide for the payment of travel expenses incurred by the employee, now, therefore,

FOR AND IN CONSIDERATION of the premises and other good and valuable considerations, PJC and UWF agree and covenant with the other as follows:

1. Supervision and evaluation of the employee shall, in accordance with the duties assigned, be the responsibility of the Head of the Department of Nursing at PJC and the Director of the Nursing Program at UWF.

2. The primary duty station of the employee will be PJC Warrington Campus, although the employee will be attending faculty meets and advising functions at UWF.

3. The duty days of the employee will be those of on-campus PJC employees; although the employee will also be advising and teaching two classes for UWF.

4. PJC shall pay to the employee mileage for authorized PJC travel, in accordance with PJC policy. UWF shall pay to the employee mileage for authorized UWF travel, in accordance with UWF policy.

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5. PJC will directly pay the employee. UWF agrees to reimburse PJC on a quarterly basis for one-half of this compensation.

6. Annual salary for the Nursing Advisor/Lab Coordinator for the 2004-2005 year will be based upon PJC's standard salary schedule and is not expected to exceed $45,000 plus benefits. UWF agrees to additionally reimburse PJC for one-half of benefits.

7. All billing submitted by PJC to UWF in accordance with the terms hereof shall be in detail sufficient for a proper pre-audit and post-audit thereof.

8. All billing for reimbursement of travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

9. This agreement may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this agreement.

10. The obligations of the parties hereto to perform and pay the sums required by the terms of this agreement are contingent upon an annual appropriation by the Florida Legislature of sufficient funds to the party obligated to make payment to enable such party to fund its budgeted expenditures.

11. PJC is hereby notified by UWF that it has certain rights as a vendor respecting payment of the billing it submits to UWF pursuant to the terms of this agreement. PJC is referred to Section 215.422, Florida Statutes, for information regarding its rights as a vendor. A vendor ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The vendor ombudsman may be contacted at (904) 488-2924, or by calling the State Comptroller's Hot-Line, 1-800-848-3792.
12. The term of this agreement shall commence on hiring of employee and continue through June 30, 2005.

IN TESTIMONY WHEREOF, PJC and UWF have caused these presents to be executed to be effective as of the __15th day of July, 2004.

THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA JUNIOR COLLEGE, FLORIDA

By: 

G. Thomas Delaino, President 07-15-04

THE UNIVERSITY OF WEST FLORIDA
for and on behalf of the University of West Florida Board of Trustees

By: 

Date: 10/20/04

APPROVED AS TO FORM AND LEGALITY:

Regina M. Hake
UWF ATTORNEY

Approved as to Form:

By: 

Thomas J. Gilliam, Jr. – Attorney for Pensacola Junior College