

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA**  
**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Agreement ("Agreement") is entered into by and between

JILL MCELYEA ("Contractor"), and the School Board of Clay County, Florida ("Board" or "District"), collectively referred to hereinafter as "the Parties," which Agreement shall become effective on the date it is fully executed by the Parties.

**WHEREAS**, the District is engaged in the activity of providing educational opportunities to children; and

**WHEREAS**, Contractor has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

**WHEREAS**, the District desires to engage the services of Contractor, the Parties agree as follows:

Contractor shall timely perform and deliver to the District services which include:

**The Parent Liaison supports advocacy and training for parents of students with disabilities. The parent liaison collaborates with school personnel and parents/guardians to increase communication and meet student needs.**

2. In exchange, Contractor shall be compensated by the District as follows:  
**\$39.00 per hour. The hours shall not exceed fifty-five (55) per month, without prior approval from the ESE Director or designee. The School Board agrees to reimburse mileage to and from schools at the current approved rate.** Invoicing and payment obligations and procedures shall comply with and be governed by section 218.70, et seq., Florida Statutes ("Prompt Payment Act").

3. The term of this Agreement commences as of the date upon which it is fully executed and shall terminate on June 30, 2020 unless earlier terminated as set forth below.

4. Upon thirty (30) days' notice to Contractor, the District may terminate this Agreement at its convenience and without cause. However, the District may immediately terminate this Agreement without penalty upon: (a) Contractor's violation of any federal, state, or local law, regulation, or rule; (b) neglect of any duty owed to the School by Contractor, including, but not limited to any unauthorized absence from any scheduled event; (c) Contractor's inability or disqualification to perform its obligations to the School; or (d) incompetence or unprofessional conduct by or on behalf of Contractor.

5. Contractor shall perform such services in a manner customarily performed by one having special expertise in the same or substantially similar position, and such other related services as may be requested by the District during the term of this Agreement.

6. The means by which the services called for under this Agreement are performed shall be determined by the Contractor, but such means must satisfy the schedules, deadlines, and objectives established by the District.

7. Contractor shall at all times comply with state law, federal law, and School Board Policies during the performance of this Agreement. Any violation of this term will result in the immediate termination of the Agreement with no penalty to the District.

8. Contractor understands that this Agreement does not form an employer-employee or agency relationship with the District. Contractor is not authorized to enter into agreements on behalf of the District, or to order or purchase goods or services or to otherwise purport to contractually bind or legally obligate the District in any way.

9. Contractor understands that no federal or state taxes are being withheld from compensation under this Agreement, and Contractor has the responsibility to pay any and all taxes, fees, and other payments imposed by any applicable laws, regulations, or rules. Contractor shall indemnify and hold harmless the District for any failure to satisfy such liabilities.

10. As a condition precedent to this Agreement, Contractor shall present the District with a Certificate of Insurance ("COI") which must provide for the following policies of insurance/coverages at the minimum amounts shown:

1. General Liability Policy:  
\$1,000,000.00 per occurrence  
\$2,000,000.00 aggregate
2. Auto Liability Policy:  
\$1,000,000.00 combined single limit  
\$5,000,000.00 (if charter or common carrier)
3. Worker's Compensation Policy:  
\$100,000

Note: If the Contractor is exempt from Worker's Compensation insurance obligations, the Contractor must sign the *Worker's Compensation Acknowledgment Form* attached hereto as **Exhibit A**.

Each insurance policy shall be obtained from an insurance carrier rated as "A-" or better, under a policy approved for use in the State of Florida. Each Certificate of Insurance shall name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the School Board to thirty (30) days' notice of cancellation of such policy or any of the coverages provided by it.

11. By entering into this Agreement, Contractor acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and

defend the School Board, Contractor shall indemnify, defend, and hold harmless the School Board, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor, its employees, or agents relating to the performance of duties imposed upon Contractor by this Agreement. Such indemnity shall not be limited by benefits payable by or for Contractor under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the District written notice of any claim, complaint, or demand asserted against Contractor related to the performance of this Agreement. Contractor's obligations under this section shall survive the termination of this Agreement.

12. Contractor represents and warrants to the District that Contractor is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes at Contractor's sole expense and shall provide the District proof of such compliance upon request. Contractor's indemnification obligations to the District extend to and include any liabilities, injury, or damages resulting from Contractor's failure to comply with the requirements of this paragraph.

13. Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. Accordingly, in addition to all other Public Records obligations, Contractor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the District, upon its request and free of charge, a copy of each record which Contractor seeks to produce in response to a public records request.

- c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its obligations under the Agreement, transfer to the District, at no cost, all Agreement Data in Contractor's possession or otherwise keep and maintain such data/records as required by law.

All records transmitted to the District must be provided in a format that is compatible with the District's information technology systems. Contractor's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the District without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: [PRR@myoneclay.net](mailto:PRR@myoneclay.net)

14. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have sole and exclusive jurisdiction to enforce the terms of this Agreement and to adjudicate disputes arising from this Agreement.

16. To the extent that the District is using federal funds as a source of payment for this Agreement, Contractor shall execute and deliver to the District the following forms: (a) Regulatory Compliance Statement; (b) Certification Regarding Non-Discrimination; (c) Certification Regarding Lobbying; (d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (e) Certification Regarding Drug-Free Workplace Requirements; and (f) Non-Collusion Affidavit.

**IN WITNESS WHEREOF**, the Parties, by and through execution of this Agreement by their authorized representative below, concur with and bind themselves to all terms and conditions of this Agreement.

**AS TO CONTRACTOR:**

William R McElyea  
(Printed Name)

William R McElyea  
(Signature)

ESE Parent Liaison  
(Title)

7-23-18  
(Date)

11084 Water's Edge Dr

Fleming Island FL 32003  
(Address)

904-449-1301 mceleya11@comcast.net  
(Phone number and e-mail)

**AS TO BOARD/DISTRICT:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone number and e-mail)

**EXHIBIT A**

**INDEPENDENT CONTRACTOR**  
**WORKERS COMPENSATION ACKNOWLEDGEMENT**

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.

2. Contractor maintains a separate business with its own work equipment, material, and accommodations.

3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.

4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.

5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.

6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.

7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.

8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.

9. Contactor had an opportunity to review and consult with legal counsel regarding this document.

10. Contactor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: Jim R McElyea

Signature of Authorized Representative: Jim R McElyea

Printed Name of Authorized Representative: Jim R McElyea

Title of Authorized Representative: ESE Parent Liaison

Date: 7-23-18





Addison G. Davis  
Superintendent of Schools

# SCHOOL BOARD OF CLAY COUNTY

900 Walnut Street  
Green Cove Springs, Florida 32043  
Telephones: 904-336-6500  
1-888-663-2529  
FAX 904/336-6536 TDD 904/284-6584

## BOARD MEMBERS:

Janice Kerekes  
District 1  
Carol Studdard  
District 2  
Betsy Condon  
District 3  
Mary Bolla  
District 4  
Ashley Gilhousen  
District 5

### RELEASE AND HOLD HARMLESS AGREEMENT

READ THIS FORM CAREFULLY -IT CONTAINS A FULL AND COMPLETE RELEASE OF LIABILITY

Name of Adult Participant (please print: Jill McElvea)

Date of Birth: 7-26-1964

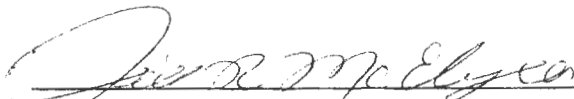
By signing below I hereby confirm that I am electing to participate in the Independent Contractor Services Agreement for Parent Liaison services being offered through the ESE Department, Clay County District Schools.

I certify that I have no health problems or physical infirmities which impair my ability to participate in the named event or any associated physical activity (strenuous or other). I know and acknowledge that there are risks involved in all activities including those associated with this *one*, which risks include the possibility of serious physical injury and death, and I choose to accept all responsibility for my safety and welfare while participating in this activity.

With full understanding of the risks involved in the Parent Liaison activities, I hereby release and hold harmless the School Board of Clay County, Florida, employees or agents of the School Board, the adults and sponsors of the activities, the volunteers, and any and all other personnel associated with the activity from any and all responsibility and liability for any injury resulting from participation in the above-described activities.

If I am injured and unable to seek medical treatment, I further authorize emergency medical treatment for me should the need arise for such treatment while I am participating in this activity and agree to be responsible for all costs arising from said emergency medical treatment.

READ THIS FORM CAREFULLY. YOU ARE AGREEING TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE ACKNOWLEDGING THAT THERE IS A CHANCE YOU COULD BE INJURED OR KILLED IN THIS ACTIVITY. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR RIGHT TO RECOVER DAMAGES FROM THE SCHOOL, THE SCHOOL BOARD, ANY SPONSORS, OR OTHERS WHO SUPERVISE YOU IN THIS ACTIVITY AND ANY PERSONNEL ASSOCIATED WITH THIS ACTIVITY IN THE EVENT YOU SUFFER SERIOUS PERSONAL INJURY OR DEATH. YOU HAVE A RIGHT TO REFUSE TO SIGN THIS FORM. YOU WILL NOT BE ALLOWED TO PARTICIPATE IN THE ACTIVITY IF YOU REFUSE TO SIGN THIS FORM. BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT CAREFULLY, UNDERSTAND ITS TERMS AND KNOW THAT IT CONTAINS A RELEASE OF LIABILITY.

  
Signature

7-23-18  
Date

APPROVED

190050

BOARD MEETING DATE: 9/6/18

# AGREEMENT / CONTRACT REVIEW FORM

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 8/9/18

Contact Initiator (Name of Person Overseeing the Contract): Jerl Hardin Telephone Number: 904-336-6867

School/Department Submitting Contract: County Office / Exceptional Student Education

Vendor/Contractor Name: Jill McElyea - Fleming Island

Contract Title: Parent Liaison Services Contract - FY 2017-2020 (2 YEAR CONTRACT)

Contract Type: New  Renewal  Amendment  Extension  Date Original Contract Approved: 11/13/2003

Contract Term: July 1, 2018 - June 30, 2020 Renewal Options(s):

Contract Cost: \$64,000.00 for 2 years Payment Schedule (Monthly? Upon delivery? When finished?): Monthly

Funding Source: 0420.6150.0390.9005.4109 Purchase Requisition No.:

Strategic Plan Tie-in Explanation: Parent services are a required component under the Individuals with Disabilities Education Act (IDEA).

Pre-Approved by Superintendent or Designee? Yes  No

Additional Information: The parent liaison supports advocacy and training for parents of students with disabilities. The parent liaison collaborates with school personnel and parents/guardians to increase communication and meet student needs. Utilizing a parent liaison has saved the district many thousands of dollars in potential due process and other legal proceedings. The parent liaison is funded through the IDEA grant.

**CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?**

Completed Contract Review Form

SBAO Template Contract or other Contract (with all basic and mandatory terms)

SIGNED Addendum A (if not an SBAO Template Contract)\*

*\*This Statement MUST BE included in the body of the Contract: "The terms and conditions Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*

Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

*(If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage.)*

SBAO RECEIVED 8/16/18

Approvals		Comments	
Purchasing Department	Approved	Denied	Using SBAO So why Addendum A?
Review Date: 8/14/2018	BFS		\$32,000 a year / Service Specialized + In Grant per Both
Risk Management Department	Approved	Denied	COI Waived per Dagata per Both
Review Date: 8/16/18	AKD		
School Board Attorney	Approved	Denied	No need for "Add. A."; Do Not include Driver License, etc. in public Agenda item!
Review Date: 8/16/18			
Information & Technology Dept.	Approved	Denied	
Review Date:			
Other:	Approved	Denied	
Review Date:			

RECEIVED  
AUG - 9 2018  
PURCHASING