

☒ **APPROVED**

Pending Comments 200027  
below Addressed

# **AGREEMENT/CONTRACT REVIEW FORM**

BOARD MEETING DATE:  
**October 2019**  
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: **7/1/2019**

Contract Initiator (Name of Person Overseeing the Contract): **Jeri Hardin** Telephone Number: **336-6867**

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

Vendor/Contractor Name: **Patricia Becton - Fleming Island**

Contract Title: **Transition Coach Contract 2019-2021**

Contract Type: New ☐ Renewal ☒ Amendment ☐ Extension ☐ Date Original Contract Approved: **4/23/2014**

Contract Term: **July 1, 2019 - June 30, 2021** **2 year Contract** Renewal Option(s):

Contract Cost: **\$32,000.00 (2019-2021)** Payment Schedule: **Monthly** **R024595**

Funding Source: **0100.5200.0310.9005.0000** Purchase Requisition No.: **Pending opening of 19-20 budget**

Strategic Plan Tie-In Explanation: Services are required under the Individuals with Disabilities Education Act (IDEA).

Pre-Approved by Superintendent or Designee? Yes ☒ No ☐

Additional Information: The transition coach supports the enrollment of students with disabilities in area colleges. This individual coordinates with Clay County personnel, local agencies, and families to collaboratively plan and support post-secondary opportunities for eligible student.

## **CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED:**

- ☒ Completed Contract Review Form
  - ☒ SBAO Template Contract or other Contract (with all basic and mandatory terms)
  - ☒ SIGNED 2018 Addendum A (if not an SBAO Template Contract)\*  
\*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
  - ☒ Release and Hold Harmless Form
- 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/contactar must sign a Release and Hold Harmless Form. If not exempt, vendor/contactar must provide Workers' Compensation coverage].

**SBAO RECEIVED**  
**7/8/2019**

## **Approvals**

## **Comments**

Purchasing Department	Approved	Denied	Same Agreement as previous year
Review Date <b>7/2/2019</b>	<b>Approved</b>	Denied	Department please correct Page 3
Risk Management Department	Approved	Denied	No COI / Signed Release
Review Date:	Approved	Denied	
School Board Attorney	Approved	Denied	
Review Date: <b>7/15/19</b>	<b>Approved</b>	Denied	<del>COI</del> Signed Release
Information & Technology Dept.	Approved	Denied	<b>(40)</b>
Review Date:	Approved	Denied	
Other	Approved	Denied	
Review Date:	Approved	Denied	

**Note**  
**Appendix A**  
**Updated**

## TRANSITION COACH CONTRACT – FY 2019-2021

**INTENT:** The School Board of Clay County, Florida (herein referred to School Board) contracts with Patricia Becton, (“Contractor”), a qualified individual, to provide part-time transition coach services in accordance with the terms and conditions as contained herein.

**QUALIFICATIONS:** Contractor is knowledgeable of the regulations impacting students with disabilities, has experience as an advocate for such students, and experience with college requirements, faculty, and staff sufficient to justify a contract with her as a provider and trainer. Direct and consultation services provided by Contractor shall commence **July 1, 2019** and end **June 30, 2021**.

**BACKGROUND:** Transition services for students with disabilities are required under the Individuals with Disabilities Education Act (IDEA). The Transition Coach is contracted to fulfill the responsibilities in the attached job duties included in Appendix A. The major activities that may augment, promote and support the enrollment of students with disabilities on the college campus are to be identified by the ESE Director or designee and Contractor from potential areas of contribution to district ESE services, including:

- a. Collaborating with disability coordinators on local college campuses
- b. Assist individual students with the transition to college
- c. Assist school and college professionals
- e. Communicate with parents
- f. Build community support

### THE PARTIES AGREE AS FOLLOWS:

1. Hold harmless – Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School’s or School Board’s liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School’s or School Board’s sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney’s fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor’s employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers’ compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.



This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

2. Contractor shall maintain a log, reporting the time spent in the performances of authorized services rendered. This log, along with a statement of services rendered by the Contractor shall be submitted to the School Board for payment each month.
3. Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964.
4. Contractor agrees to enroll in E-Verify. All new employees assigned by the Contractor to perform work pursuant to this contract shall have their citizenship verified through E-Verify and shall be verified as employment eligible within 3 business days of hire. Said verification shall be supplied to the School Board upon receipt.
5. Contractor shall provide services consistent with the highest degree of professional care in compliance with all requirements imposed by the Florida State Department of Education and any other applicable regulatory agency.
6. Contractor shall comply with all policies and procedures established by the School Board relevant to ESE procedures, advocacy, and training.
7. All services rendered by Contractor shall be preauthorized by the School Board's Director of Exceptional Student Education or a Designee, in keeping with State and Federal Statutes.
8. This Contract shall cover the **2019-2021** school year with the option to renew for additional periods by mutual agreement in writing.
9. Contracts shall not be accepted from individuals presently under employee contract with the School Board.
10. The Contractor shall at all times be considered an independent contractor and shall not be considered to be an employee of the School Board. Contractor shall carry proper identification. Prior to entering upon any Clay County School District school campus or having contact with any School Board student, Contractor shall, at contractor's expense, submit to and pass a level 2 background check, including fingerprinting, as is required by Fla. Stat. 1012.465 and 1012.467.

DEFAULT: The School Board may, by written notice to the Contractor, terminate this contract with thirty (30) days notice. Likewise, the Contractor may terminate this Agreement by thirty (30) days notice to the School Board. The School Board shall be sole judge of non performance. Duties and responsibilities shall be agreed upon by the Contractor and ESE Director based on IDEA grant guidelines.

#### SCHOOL BOARD RESPONSIBILITIES:

The School Board agrees:

1. To designate the ESE Director to provide supervision to, and direction of, the Transition Coach and to approve all drafts, final products and invoices for payment.

2. To review the draft brochures, data collection instruments, plans and reports, and to complete activities in accordance with the specification and time line agreed upon by the ESE Director and Transition Coach.
3. To arrange all meetings through written and oral communication within the district.
4. To provide the Transition Coach with requested data from various district departments.
5. To conduct other such tasks as to facilitate product development and technical review of products.

COMPENSATION:

1. The transition coach will be compensated at **\$40.00** per hour. Hours shall not exceed thirty (30) per month, without prior approval from the ESE Director.
2. Invoices shall be submitted to the ESE Director as activities are completed. Invoices shall be paid in accordance with the Local Government Prompt Payment.
3. The School Board agrees to reimburse mileage to and from schools and universities at the current approved rate.
4. The terms and conditions of School Board's purchase order are incorporated herein by reference.

RESPECTFULLY SUBMITTED:

Patricia Becton  
Patricia Becton, Transition Coach

8/22/19  
Date

Terry D. Roth  
Terry D. Roth, Director, ESE and Student Services

8-24-19  
Date

\_\_\_\_\_  
Carol Studdard, Chairman  
School Board of Clay County, Florida

\_\_\_\_\_  
Date

It is recommended that you examine all Contract requirements thoroughly. Any questions you have should be directed as follows:

Terry D. Roth, Director  
Exceptional Student Education  
and Student Services  
(904) 336-6867

APPENDIX A

## TRANSITION COACH JOB DUTIES:

The following job/contract duties for transition coach services are assumed through contracting of a qualified individual, part-time, to carry out these transition coach services in the district, via the IDEA Discretionary Supplement Grant and/or other district general revenue or special revenue funds. The Transition Coach will collaborate with ESE Specialists and be responsible to the ESE Director.

### Job/Contract Duties - ESE Transition Coach

1. Coordinate with local high school personnel to support the dual enrollment of students with disabilities in area colleges.
2. Coordinate with disability coordinators at area colleges to ensure the smooth transition of students with disabilities into campus life.
3. Monitor student performance on the high school and college campus.
4. Support individual students with disabilities through the process of accessing appropriate accommodations on the college campus.
5. Collaborate with families of students with disabilities to access needed post-secondary services.
6. Assist individual students to acquire necessary organizational strategies for academic success.
7. Suggest topics for workshops for professionals on effective practices to support the transition to post-secondary college enrollment.
8. Perform other duties of a similar nature or level as assigned by the ESE Director.

**"ADDENDUM A"**  
**TO**  
**CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

*Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("Board") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.*

**1. INDEMNIFICATION**

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

**2. ~~INSURANCE~~**

~~Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least 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 charter or common carrier~~

~~3. Worker's Compensation Policy:~~

~~\$100,000.00~~

*Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker's Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.*

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. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance ("COI") shall



name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days' notice of policy/coverage cancellation.

### **3. RESERVATION OF SOVEREIGN IMMUNITY**

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

### **4. GOVERNING LAW AND VENUE**

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

### **5. LEVEL II BACKGROUND SCREENING**

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

### **6. INDEPENDENT CONTRACTOR**

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

### **7. PUBLIC RECORDS**

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor 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 the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR 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)

## **8. STUDENT RECORDS**

Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.



## 9. PAYMENT TERMS AND CONTINGENCIES

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043.

***Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:***

Signature: Patricia Becton Patricia Becton

Printed Name: Patricia Becton Patricia Becton

Title: Transition Coach Transition Coach

Date: 6/24/19 6/24/19

## **MANDATORY CERTIFICATIONS: CONTRACTS SUPPORTED BY FEDERAL FUNDS**

The purpose of this document is to ensure Contractor compliance with local, state, and federal regulations which apply to Contractor agreements whereby The School Board of Clay County, Florida ("School Board")/Clay County District Schools ("CCDS") provides payment from federal funding sources. By signing the following certifications and statements, the Contractor affirms its/his/her compliance with such regulations (as described below) throughout the term of an agreement with the School Board.

### **REGULATORY COMPLIANCE STATEMENT**

1. The Contractor agrees to allow CCDS, a federal granting agency, the Comptroller General of the United States or Florida, or any of their duly authorized representatives reasonable access to Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow CCDS to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to CCDS a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to CCDS a non-collusion affidavit.
7. The Contractor agrees to properly complete and submit to CCDS a federal drug free workplace certification form.
8. The Contractor agrees CCDS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees CCDS may seek remedies for damages, if applicable.

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

**PUBLIC ENTITY CRIME BAR:** A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH A PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

**DISCRIMINATORY VENDOR BAR:** AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

**THE FOREGOING IS ACKNOWLEDGED AND AGREED TO BY THE CONTRACTOR.**

**CONTRACTOR NAME:** Patricia Becton

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Patricia Becton  
(Printed Name)

Patricia Becton  
(Signature)

Transition Coach  
(Title)

6/24/19  
(Date)



**CERTIFICATION REGARDING NON-DISCRIMINATION**

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT ITS GOOD FAITH PROVISION OF THIS ASSURANCE AND CERTIFICATION CONSTITUTES A CONDITION PRECEDENT TO RECEIVING PAYMENT UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

CONTRACTOR NAME: Patricia Becton

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Patricia Becton  
(Printed Name)

Patricia Becton  
(Signature)

Transition Coach  
(Title)

6/24/19  
(Date)

## CERTIFICATION REGARDING LOBBYING

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY FOR EACH SUCH FAILURE.

CONTRACTOR NAME: Patricia Becton

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patricia Becton  
(Printed Name)

Patricia Becton  
(Signature)

Transition Coach  
(Title)

6/24/19  
(Date)

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTION 95.105 AND 85.110, THE BIDDER/CONTRACTOR CERTIFIES THAT IT AND ITS PRINCIPALS:

A. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

B. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION: VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;

C. ARE NOT PRESENTLY INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR SHALL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT; AND

D. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

AS A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THIS CONTRACT OR BID PACKAGE OR RESPONSE TO RFP, I HEREBY CERTIFY THAT SAID COMPANY OR INDIVIDUAL FULLY COMPLIES WITH THE CONDITIONS AND REQUIREMENTS HEREIN STATED.

CONTRACTOR NAME: Patricia Becton

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patricia Becton  
(Printed Name)

Patricia Becton  
(Signature)

Transition Coach  
(Title)

6/24/19  
(Date)



## **DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

**IDENTICAL TIE BIDS** – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

**CONTRACTOR NAME:** Patricia Becton

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Patricia Becton  
(Printed Name)

Patricia Becton  
(Signature)

Transition Coach  
(Title)

6/24/19  
(Date)

## NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA       )  
COUNTY OF CLAY       )

My name is (INSERT NAME Patricia Becton). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY Patricia Becton) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Patricia Becton) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Patricia Becton

### AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patricia Becton  
(Printed Name)

Patricia Becton  
(Signature)

Transition Coach  
(Title)

6/24/19  
(Date)



Addison G. Davis  
Superintendent of Schools

## SCHOOL BOARD OF CLAY COUNTY

900 Walnut Street  
Green Cove Springs, Florida 32043  
Telephones:  
904/284-6500 (GCS) 904/272-8100 (OP)  
1-888-663-2529 (KH)  
FAX 904/284-6525 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: Patricia Becton

Date of Birth: April 4, 1949

By signing below I hereby confirm that I am electing to participate in the Transition Coach Contract being offered by the Clay County School.

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 Transition Coach 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.

Patricia Becton

Signature

Date: 6/24/19