

APPROVED

180086

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE: SEP 17
WHEN BOARD MEETING IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED.

Date Submitted: 7.11.17

Contact Name (Person Overseeing the Contract): Terry D. Roth Telephone Number: 904-529-4977

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

Vendor Name: Jill McElyea - Fleming Island

Contract Title: Parent Liaison Services Contract - FY 2017-2018

Contract Type: New Renewal Amendment Extension

Date Original Contract Approved: 11/13/2003 Prior Year's Pricing: 23,000.00

Contract Term: July 1, 2017 - June 30, 2018 Renewal Option(s):

Contract Cost: \$27,000 Payment Schedule (Are the payments made monthly, when task is finished, etc): Monthly

Funding Source: 0420.6150.0390.9005.4108

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

Background/Discussion/Research/Alternatives: 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.

RECEIVED

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED

If more space is needed, please attach Word document.

- Completed Contract Review Form
- Original Contract and all Terms & Conditions that apply with the Contract
- SIGNED SBCC Addendum A *

*This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporate into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.)

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

COI must list the School Board of Clay County as Additional Insured and as 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 they must sign a SBCC Release and Hold Harmless Form. If they are not exempt, they must provide Workers' Compensation COI.]

JUL 12 2017
PURCHASING

Approvals

Comments

Approvals	Approved	Denied	Comments
Superintendent:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
District Attorney:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
Information & Technology:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
Finance:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
Insurance Certificate:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Waived per D. Sikes
Review Date:			No COI for past 2 years
Purchasing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			Same as prior year

PARENT LIAISON SERVICES CONTRACT – FY 2017-2018

INTENT: The School Board of Clay County, Florida (herein referred to as "School Board") contracts with **Jill McElyea**, ("Contractor"), a qualified individual, to provide part-time parent liaison services in accordance with the terms and conditions as contained herein.

QUALIFICATIONS: Mrs. McElyea has experience as a parent advocate and in performing parent training of advocacy sufficient to justify us to contract her as a provider and trainer. Direct and consultation services provided by Contractor shall commence **July 1, 2017** and end **June 30, 2018**.

BACKGROUND: These services were defined in the **2017-2018 IDEA, Part B Discretionary Supplement**. This parent liaison is contracted to provide the duties in the parent services draft job duties included in the federal grant and listed in Appendix A. The major activities that may augment, promote and support Clay District Schools parent activities are to be identified by the ESE Director and Contractor from potential areas of contribution to district parent services, including:

- a. Developing a parent services plan
- b. Assisting with district initiatives
- c. Support parent Advocacy and Training
- d. Assist 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, for any negligence on the part of 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 an invoice 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 parent involvement and training.
7. All services rendered by Contractor shall be preauthorized by the School Boards Director of Exceptional Student Education or a Designee, in keeping with State and Federal Statutes.
8. This Contract will cover the **2017-2018** 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 District of Clay County.
10. The individual or entity named herein and identified as "Contractor" shall at all times be considered an independent contractor and shall not be considered to be an employee of the School Board. The employees of the contractor (if any) shall be considered at all times to be solely the employees of the contractor and not an employee or agent of the

School Board. The contractor shall supply competent and capable personnel and the School Board reserves the right to require the contractor to remove an employee it deems to be careless, incompetent or otherwise objectionable and whose continued presence on School Board property to be contrary to the best interest of the School Board. Each employee shall carry proper identification. Each employee shall, at contractor's expense, shall pass a level 2 background check, including fingerprinting, as is required by the current Jessica Lunsford Act or any other Florida Statute requiring background checks of contractors or their employees.

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.

DISTRICT RESPONSIBILITIES:

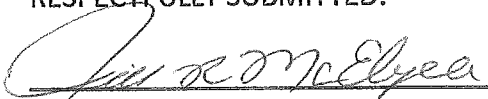
The district agrees:

1. To designate the ESE Director, to provide supervision to and direction of the Parent Liaison and to approve all drafts, final products and invoices for payment.
2. To review the draft brochures, data collection instruments, plans and reports and provide technical review comments to the Parent Liaison. To distribute surveys, as per evaluation plans. To complete activities in accordance with the specification and time line agreed upon by the ESE Director and Parent Liaison.
3. To arrange all meetings through written and oral communication within the district.
4. To provide the Parent Liaison 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 parent advocate will be compensated at **\$38.00** per hour. Hours shall not exceed fifty (55) 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 at the current approved rate.
4. The terms and conditions of School Board's purchase order are incorporated herein by reference.

RESPECTFULLY SUBMITTED:



Jill McElyea, Parent Liaison

9-7-17
Date



Approved: Terry D. Roth, Director
Exceptional Student Education
and Student Services

9-7-17
Date

Approved: The School Board of Clay County, Florida
Janice Kerekes, Chairman

9-7-17
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) 284-6509

PARENT LIAISON JOB DUTIES:

The following job/contract duties for parent services are assumed through contracting of parent, part-time to carry out parent services in the district, via the IDEA Discretionary Supplement Grant and/or other district general revenue or special revenue funds. This Parent Liaison will work with the Parent Specialist and be responsible to the ESE Director.

Job/Contract Duties - ESE Parent Service

1. Develop a parent services plan through the discretionary supplement (parent services) component for the IDEA grant.
2. Develop updated program specific brochures and disseminate them to staff and parents. Maintain a parent library.
3. Develop newsletters to parents.
4. Help to resolve in-district informal mediation sessions between school and parents working with the Parent Specialist and the ESE Director.
5. Help promote parent workshops and conduct them for parents. Assist in the identification of topics of interest.
6. Work with school advisory committees, the District Parent Advisory Committee, and planning teams to increase meaningful parent participation.
7. Suggest topics for workshops for professionals on effective practices to support parents.
8. Help conduct needs assessment activities and surveys with parents to determine their needs for information and training.
9. Support community parent activities such as Special Olympics, Very Special Arts, Special Scouting, and the KIDS Conference, etc.
10. Perform other duties of a similar nature or level as assigned by the ESE Director.