

AGREEMENT / CONTRACT REVIEW FORM

180099
 APPROVED
 BOARD MEETING DATE: 8/1/17
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 7.10.17

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: Resolutions in Special Edu. - Mobile

Contract Title: Resolutions in Special Education (RISE) contract – FY 2017-2018

Contract Type: New ☐ Renewal ☒ Amendment ☐ Extension ☐

Date Original Contract Approved: 10/17/2011 Prior Year's Pricing: 14,200.00

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

Contract Cost: \$14,200.00 Payment Schedule (Are the payments made monthly, when task is finished, etc.): Three payments

Funding Source: 0100.5200.0310.9005.4108

Strategic Plan Tie-in Explanation: Consultation on services for students with disabilities and related policy development is a supported activity in the Individuals with Disabilities Education Act (IDEA) grant.

Background/Discussion/Research/Alternatives: Special education rules and regulations are complex and ever evolving. The services provided by Resolutions in Special Education (RISE) provide assistance, as needed, in the areas of procedures, state indicators, professional development, and self-assessment. The consultant provides technical assistance, collaboration, and problem solving to ESE district staff.

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 incorporated 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.)

☒ 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.

Approvals

Comments

Superintendent:	Approved	Denied	
Review Date:			
District Attorney:	Approved	Denied	
Review Date:			
Information & Technology:	Approved	Denied	
Review Date:			
Finance:	Approved	Denied	
Review Date:			
Insurance Certificate:	Approved	Denied	Waived per D. Sikes
Review Date:			
Purchasing:	Approved	Denied	
Review Date:			

please advise on whether or not Section V. Indemnification needs to be in FY 2017-2018 Contract - Yes

Have Julie sign release/hold harmless Keep Section V - Yes

**PROPOSAL TO THE SCHOOL BOARD OF CLAY COUNTY FROM
RESOLUTIONS IN SPECIAL EDUCATION (RISE) FOR PROFESSIONAL AND
TECHNICAL SERVICES FOR ESE CONSULTATIONS
2017-2018 SCHOOL YEAR**

I. BACKGROUND INFORMATION

The ESE Director is responsible for ensuring a free and appropriate public education (FAPE) to students with exceptionalities in Clay County. The Director has identified departmental needs in a number of areas in order to develop and implement policies and procedures, which meet the FAPE goal. Specifically, the Department has developed and maintained its own ESE process (Admissions and Placement) Manual, and has identified the need to receive assistance in the review and revision of the Manual for **2017-2018** to keep it current based on State Board Rule revisions, as well as federal statutory/regulatory revisions, policy updates, and district experiences. Further, the State has developed a statewide IEP system, and the Consultant shall advise the ESE Director of the implications of this system with regard to the ESE Process manual and its forms and procedures. In addition, the ESE Department has identified the need to obtain assistance in the revisions/amendments to its Special Programs and Procedures (SP&P) Document.

From time to time, there are legal/compliance issues and parent concerns, which may result in SEA complaints (State DOE complaint process), Office for Civil Rights (OCR) complaints, Florida Disability Rights complaints, and due process hearing requests. The Director has identified the need to receive backup technical assistance in the resolution of disputes and in the process of carrying out state and federal legal requirements from an independent source not connected with enforcement responsibilities. The Consultant shall provide consultative analyses and converse with the ESE Director on an as-needed basis. Likewise, there is the need to continue to build upon a family-friendly ESE Department, through its parent services component, and specifically the need to continue parent and professional education and training, and information initiatives.

The ESE Department has also identified the need to receive assistance in the development of plans and implementation of evaluation methodologies to address State Performance Plan Indicators. The district also has identified the need to receive assistance in the compliance self-assessment process, which is part of the FDOE's BEESS monitoring plan.

II. PRODUCTS AND SERVICES

1. During the term of this Proposal and throughout the school year, the Consultant shall provide sample forms, policies and procedures to the ESE Director, via an annual subscription to Consultant's ESE Process Manual of sample forms, including revisions made throughout the year as required by changes in applicable laws.

2. Throughout the term of this Proposal and during the **2017-2018** school year, the Consultant shall, upon request:

- a. Provide assistance in forms revision, SP&P revision, state policy and federal policy, as needed;
- b. Provide assistance on SP&P indicators and compliance self-assessment, if needed;
- c. Provide consultation on parent information, if needed; and/or
- d. Provide in-service or professional development services to school personnel, if needed.

3. Throughout the term of this Proposal, the Consultant shall be available for ongoing consultation and technical assistance, collaboration and problem-solving via unlimited email and telephone consultations for the purpose of prevention and resolution of educational disputes or issues, as well as compliance with the legal requirements applicable to exceptional students. The Consultant shall be available to assist in development, amendments/revisions to the Special Programs and Procedures Document, funding information, and general legal research on potentially litigious matters.

4. Throughout the term of this Proposal, the Consultant shall be available to meet with the Director at professional meetings being attended by both, such as Florida CASE or AMM, as needed.

Services provided by the Consultant under this Contract are not considered legal services and will not include the provision of legal services. Rather, these services are considered consultative in nature only and the district must consult with its local school board attorney for legal advice. Should the Consultant be needed to provide actual legal services, such as assistance with or actual representation in a legal proceeding (such as a due process hearing, mediation or resolution session), legal research related to a specific matter, etc., such services will be provided in conjunction with the District's local school board attorney and pursuant to a separate Agreement or Contract and in accordance with applicable rules and provisions of the Florida Bar and relevant laws.

III. DISTRICT RESPONSIBILITIES

- 1. Make all arrangements pertaining to scheduling any onsite activities.
- 2. Designate Terry Roth, Director of ESE and Student Services, to provide direction to the Consultant and approve all drafts and invoices for payment.
- 3. To provide onsite duplication, supplies, word processing and facilities as needed by the Consultant.
- 4. To provide the Consultant with requested data.
- 5. To conduct other such tasks as to facilitate the product development, and technical review of products.

IV. BUDGET

1. Consultation Fees \$14,100

Three payments to be requested according to the following schedule:

#1 Fall 2017	\$4,700
#2 Spring 2018	\$4,700
#3 Late Spring/early Summer 2018	\$4,700

V. INDEMNIFICATION

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.

(Signature page follows on next page)

Respectfully Submitted:

/s/ Julie J. Weatherly
Julie Weatherly, Owner, RISE, Inc.
Inc., Federal Tax Number 38-3736429

May 16, 2017
Date

Janice Kerekes, Chairman of the Board
School Board of Clay County, FL

Date

Terry Roth, Director
Exceptional Student Education and Student Services
School Board of Clay County, FL

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 (please print: Julie Weatherly, Esq.

Date of birth: April 3, 1961

By signing below I hereby confirm that I am electing to participate in the RISE contract being
offered at RISE contract 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 RISE CONTRACT 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

Julie Weatherly

Date: 8/17/17

Innovate

Engage

Empower

"An Equal Opportunity Employer"