

APPROVED

180092

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE: September
REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 7.13.17

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: **Patricia Ann Becton – Fleming Island**

Contract Title: **Transition Coach Contract – 2017-2019**

Contract Type: New Renewal Amendment Extension

Date Original Contract Approved: **04/23/2014** Prior Year's Pricing: **16,000.00**

Contract Term: **July 1, 2017 - June 30, 2019** 2 year Agreemnt Renewal Option(s):

Contract Cost: **\$32,000 (2017 -2019)** Payment Schedule (Are the payments made monthly, when task is finished, etc.): **Monthly**

Funding Source: **0100.5200.0310.9005.0000**

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

Background/Discussion/Research/Alternatives: 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 students.

RECEIVED

JUL 13 2017

PURCHASING

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
- N/A 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.

Approvals

Comments

Superintendent:	Approved	Denied	
Review Date:	<i>[Signature]</i>		
District Attorney:	Approved	Denied	
Review Date:	<i>[Signature]</i>		
Information & Technology:	Approved	Denied	
Review Date:	<i>[Signature]</i>		
Finance:	Approved	Denied	
Review Date:	<i>[Signature]</i>		
Insurance Certificate:	Approved	Denied	Waived per D. Sikes
Review Date:	<i>[Signature]</i>		<i>OK</i>
Purchasing:	Approved	Denied	Same as prior years
Review Date:	<i>[Signature]</i>		

Received

Please have sign Release/ Hold Harmless

TRANSITION COACH CONTRACT – 2017-2019

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, 2017** and end **June 30, 2019**.

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 **2017-2019** school years 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 or designee.
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:

<p><u>Patricia Becton</u> Patricia Becton, Transition Coach</p>	<p><u>7/17/17</u> Date</p>
<p><u>Terry D. Roth</u> Terry D. Roth, Director, ESE and Student Services</p>	<p><u>7.27.17</u> Date</p>
<p><u>Janice Kerekes</u> Janice Kerekes, Chairman School Board of Clay County, Florida</p>	<p><u>9.7.17</u> Date</p>

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

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.



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) - PATRICIA BECTON
Date of birth - 4/4/1949

By signing below I hereby confirm that I am electing to participate in the Transition Coach
offered at Transition Coach School. N/A (contract)

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 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.

✓ Patricia Becton Date: ✓ 8/8/19
Signature