

SCHOOL BOARD OF CLAY COUNTY

CONTRACTED SERVICES AGREEMENT

KELLY EDMONSON (Contractor) agrees to provide Contracted Services for the School Board of Clay County (School Board) as specified herein for the contract term of **July 17, 2015** through **June 30, 2016**. The Contractor fee is set at \$ **80.00** per hour for a flat Contractor fee amount estimated at \$ **9,000.00** **which includes up to \$1,000.00 for hotel allowance.**

Scope of Work: The Contractor is a programmer/analyst working with Adult Education and Career and Technology Education to assist with WDIS state reporting and data analysis. This shall include preparing the data for submission to the Florida Department of Education as required by state legislation as well transmit the extracted files according to procedures established by the FLDOE. These services shall also help to ensure that funding from the state is accurately claimed in order to protect district funding. The Contractor will be working with student data and shall need access to our student data base.

The Contractor shall attend professional development or training to support WDIS and/or FOCUS data reporting and analysis offered through DOE and FOCUS. Hotel costs, associated with the training, will be the only travel expense reimbursed by the School Board and shall be in accordance with School Board policy; additionally, it has been agreed upon that the Contractor will not receive hourly rate during travel to and from the events or while in attendance at said trainings. Registration fees, mileage and meals shall not be reimbursed. The total cost allowed to be reimbursed for hotel stay shall not exceed \$1,000.00 for the year.

Security & Confidentiality: The Contractor shall be working with student data and shall have access to confidential Student Information. Such information is referred to collectively herein as "Student Information." With respect to such Student Information, Contractor agrees as follows:

A. The Contractor shall at all times use commercially reasonable and appropriate measures designed to ensure the confidentiality and security of Student Information, to protect against any anticipated hazards or threats to the integrity or security of Student Information, and to protect against unauthorized access or disclosure of such Student Information. The Contractor shall comply with all applicable state and federal laws and regulations with respect to Student Information, including the federal Family Educational Records Protection Act (FERPA) and the Florida Information Protection Act of 2014 (FL Statute 501.71).

B. The Contractor shall use commercially reasonable and appropriate measures designed to ensure that Student Information shall not be distributed, shared with, or disclosed to any third party or individual, other than School Board employees, and auditors who reasonably need to have access to Student Information for purposes of performing services. Provided, however, that the Contractor may disclose any Student Information to the extent required by law, regulation, or court order. If the Contractor becomes so required to disclose any Student Information, then the Contractor shall provide the School Board with prompt written notice so that the School Board may seek an appropriate protective order or other remedy, at the School Board's direction and expense.

C. The Contractor shall take commercially reasonable measures to prevent any hard copy of Student Information from being removed from the School Board premises.

D. All Student Information provided to the Contractor by the School Board shall remain the property of the School Board. The Contractor shall not use such Student Information for any purpose other than providing services and support to the School Board and shall not use any Student Information to the detriment of the School Board. The Contractor shall not sell, assign, lease, disclose to third parties (other than as allowed by section B, above), or commercially exploit any portion of the Student Information. Upon termination of this Agreement, the Contractor shall return to Customer all Student Information provided by the School Board, in a useable electronic form, and shall erase, destroy, and render unreadable all such Student Information formerly stored by the Contractor.

Purchase Order, Invoicing and Payment: A School Board purchase orders shall be issued and the

terms and conditions of purchase order shall be incorporated into this agreement. No work shall commence or be paid for until a purchase order has been issued. An original invoice referencing the School Board purchase order number and prices stipulated on the agreement shall be submitted for payment. Copy of hotel shall be submitted with invoice when applicable. Invoice payment shall be made according to the "Local Governmental Prompt Payment Act", Florida Statutes Chapter 218.

Cancellation/Termination: The School Board reserves the right to terminate this contract for cause, as well as for convenience, by notice to the Contractor. If terminated, the School Board shall be responsible only for goods and services already delivered to it on the date of such termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the Contractor.

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.

Please sign, date and return this Contracted Services Agreement to the School Board Purchasing Department.

Contractor Signature

Board Chair

Type or Print Contractor Name

Johanna McKinnon
Print Board Chair's Name

Date of Signature

Date of Signature