

**PROPOSAL TO THE SCHOOL BOARD OF CLAY COUNTY FROM  
RESOLUTIONS IN SPECIAL EDUCATION (RISE) FOR PROFESSIONAL AND  
TECHNICAL SERVICES FOR ESE CONSULTATIONS  
2015-2016 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 Admissions and Placement Manual, and has identified the need to receive assistance in the review and revision of the Manual for **2015-2016** 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 is in the process of developing a statewide IEP system, and the Consultant shall advise the ESE Director of the implications of this system with regard to the A&P manual and forms. In addition, the ESE Department 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, Disability Rights (formerly Advocacy Center) 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 legal requirements of state and federal requirements, from an independent source not connected with enforcement responsibilities. The Consultant shall provide legal 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 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, based upon revisions made, if any, to the Admissions and Placement Manual for **2015-2016** or as otherwise needed or requested.
  
2. Throughout the term of this Proposal and during the **2015-2016** 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 \$14,200

Three payments to be requested according to the following schedule:

#1 Fall 2015 \$4,733

#2 Spring 2016 \$4,733

#3 Late Spring/early Summer 2016 \$4,734

#### ***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.

*Respectfully Submitted:*

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

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Date

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Johnna McKinnon, 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