



**AGENDA
REGULAR SCHOOL BOARD MEETING**

Tuesday, July 17, 2012 – 6:00 p.m.
School Board Meeting Room
500 E. Ocean Boulevard
Stuart, FL 34994

Call to Order by the Chair and Pledge of Allegiance to the Flag of the United States.

1. **Adoption of the Agenda**
 - 1.01 **Additions, Deletions or Amendments to the Agenda**
 - 1.02 **Approval of the Agenda**

2. **Approval of the Minutes**
 - 2.01 **June 19, 2012 – Regular Meeting**
 - 2.02 **June 26, 2012 – Workshop - Budget**
 - 2.03 **June 26, 2012 – Special Meeting**
 - 2.04 **June 28, 2012 – Special Meeting**
 - 2.05 **July 3, 2012 – Workshop - Budget**

3. **Updates**
 - 3.01 **Student Representative**
 - 3.02 **Superintendent**

4. **Recognitions - NONE**

5. **Presentations and Resolutions - NONE**

6. **Open to the Public/Board for Advertised Agenda Items**

7. **Approve Finance Items**
 - 7.01 **Purchase Orders (P. 5 – P. 6)**
 - 7.02 **Approve Expenditures Between July 1 and the Date Budget Becomes Official (P. 7 – P. 8)**
 - 7.03 **Change Indiantown Middle School Petty Cash Custodian to Jeff Raimann (P. 9 – P. 10)**
 - 7.04 **Change Murray Middle School Petty Cash Custodian to Doug Peterson (P. 11 – P. 12)**

CONSENT AGENDA ITEMS 8 through 14

8. **REMOVAL OF ITEMS FROM THE CONSENT AGENDA**

9. **Items of CONSENT – Approve New Agreements**
 - 9.01 **Client Services Agreement with Speech Rehab Services, LLC (P. 13 – P. 21)**

10. **Items of CONSENT – Approve Addenda to Agreements - NONE**

11. **Items of CONSENT – Approve Renewal Agreements**
 - 11.01 **Independent Contract Agreement – Rebekah Cartrett, Occupational Therapist** (P. 22 – P. 35)
 - 11.02 **Independent Contract Agreement – Megan Dillon – Speech/Language Therapist** (P. 36 – P. 49)
 - 11.03 **Independent Contract Agreement – Cherie Mault and Helene Messina – Therapist/ Augmentative Assistive Technology** (P. 50 – P. 76)
 - 11.04 **Independent Contract Agreement – Jean Blank – Physical Therapist** (P. 77 – P. 90)
 - 11.05 **Independent Contract Agreement – Julie Banasiak – Speech/Language Therapist** (P. 91 – P. 104)
 - 11.06 **Independent Contract Agreement – Amy Roselio - Speech/Language Therapist** (P. 105 – P. 118)
 - 11.07 **Independent Contract Agreement – Ellis Estevez – RN, Challenger School** (P. 119 – P. 133)
 - 11.08 **Support Agreement with D3 Data Driven Decisions (Michelle Villwock) – Behavior Analyst** (P. 134 – P. 147)
 - 11.09 **Memorandum of Agreement for Nursing Services with Visiting Nurse Association Plus** (P. 148 – P. 154)
 - 11.10 **Client Services Agreement with Community Rehab Associates, Inc.** (P. 155 – P. 163)
 - 11.11 **Agreement with Martin Girls Academy for Meals** (P. 164 – P. 165)
 - 11.12 **2012-2013 Student Exchange Agreement with The School Board of Okeechobee County** (P. 166 – P. 167)

12. **Items of CONSENT – Approve Grants**
 - 12.01 **Title I, Part A, Federal Grant Allocations – Renewal - \$3,867,951** (P. 168 – P. 170)
 - 12.02 **Title I, Part C, Federal Grant Allocations – Renewal - \$73,372** (P. 171 – P. 173)
 - 12.03 **Title I, Part D, Federal Grant Allocations – Renewal - \$31,355** (P. 174 – P. 176)
 - 12.04 **Title III Federal Grant Allocations – Renewal - \$317,147** (P. 177 – P. 179)
 - 12.05 **IDEA Part B and IDEA Part B Pre-K Entitlement Grant – Renewal - \$137,411** (P. 253 – P. 255)
 - 12.06 **Title II, Part A, Teacher and Principal Training and Recruiting Fund - \$669,000** (P. 256 – P. 257)

13. **Items of CONSENT – Approve Personnel Items**
 - 13.01 **Schedule of Personnel Recommendations** (P. 180 – P. 185)
 - 13.02 **Leaves Recommended for Board Approval - NONE**
 - 13.03 **Head Start Health Services Manager Job Description** (P. 186 – P. 189)

14. **Items of CONSENT - Other Consent Items**
 - 14.01 **Use of Facilities** (P. 190 – P. 195)
 - 14.02 **Field Trips/Use of Buses/Vehicles** (P. 196 – P. 197)
 - 14.03 **Declaration of Surplus Property - NONE**
 - 14.04 **Report of Released Purchase Orders** (P. 198 – P. 200)
 - 14.05 **Head Start**
 - a. **Policy Council Minutes, Financial Statements, Meal Counts, and Enrollment Reports for May 2012** (P. 201 – P. 209)
 - b. **Community Needs Assessment 2012 Update** (P. 210 – P. 215)
 - c. **2012-2013 Readiness Plan** (P. 216 *)
 - d. **2012-2013 Improvement Plan** (P. 217- P. 225)
 - 14.06 **Approve Settlement Agreement** (P. 226 – P. 228)

15. **ITEMS REMOVED FROM THE CONSENT AGENDA**

16. **Approve Bid/RFP/RFQ Recommendations**
 - 16.01 **New Piggyback Bid – TCPN RFP #10-16 for Disaster Restoration & Recovery Services** (P. 229 – P. 234)
 - 16.02 **Renew Piggyback Bid – Palm Beach County Schools Bid #10C-72K for Manual and Automated Sprinkler/Irrigation Systems** (P. 235 – P. 239)

17. **Approve Construction Items**
 - 17.01 **Agreement with Martin County to Access ROW for Landscape Maintenance** (P. 240 – P. 245)
 - 17.02 **Code Compliance Services at MCHS Auditorium** (P. 246 – P. 248)
 - 17.03 **FPL – Photovoltaic (Solar Energy for Schools – Pilot School Selection Process** (P. 249 *)
18. **Approve Rule Revisions – First Review and Approval Adv. Per APA of School Board Policy - NONE**
19. **Approve Rule Revisions – Public Hearing on School Board Rule - NONE**
20. **Approve Other Items**
 - 20.01 **2011-2012 Updated Annual Equity Report** (P. 250 *)
 - 20.02 **Settlement Agreement and Release** (P. 251 *)
 - 20.03 **Updates to Student Progression Plan for 2012-2013 School Year** (P 252 *)
21. **Open to the Board**
22. **Open to the Public/Board for General School-Related Business**

*** Exhibit/Additional Backup Available for Review**

NOTICE OF RIGHT TO JUDICIAL REVIEW:

A party who is adversely affected by this Final order is entitled to Judicial review pursuant to Section 120.68 Florida Statutes. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings are commenced by filing one copy of a Notice of Appeal with the School Board Clerk and a second copy accompanied by filing fees prescribed by law, with the District Court, Fourth District. The Notice of Appeal must be filed within 30 days of rendition of the order to be reviewed accurately and completely preserve all testimony in the proceedings, and, on the request of any party, it shall make a full or partial transcript available at no more than actual costs.

Accommodations are available for persons with special needs. Please call 219-1200 X 30425 for assistance.



UPCOMING MEETING SCHEDULE

Meetings are held in the School Board Meeting Room unless otherwise noted

REGULAR MEETINGS

Tuesday, July 17, 2012 – 6:00 p.m.
Tuesday, August 21, 2012 – 6:00 p.m.
Tuesday, September 18, 2012 – 6:00 p.m.

TRIM SPECIAL MEETINGS/PUBLIC HEARINGS

Tuesday, July 24, 2012 – 6:00 p.m. – Proposed Budget Approval Prior to Advertising
Tuesday, July 31, 2012 – 5:05 p.m. – Public Hearing for Tentative Adoption of Millage and Budget
Tuesday, September 4, 2012 – 5:00 p.m. – Approve the 2011-2012 Annual Financial Report,
Approval to Transmit the Program Cost Report, & Approve the Final Budget Amendments
Tuesday, September 4, 2012 – 5:05 p.m. – Public Hearing to Adopt the Final Budget and Millage



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 7.01

1. AGENDA ITEM: Request Board's Approval for Purchase Orders:
X appropriate box(s): [X] New [] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION:
Staff recommends approval of Requisitions greater than \$10,000.00 for Board approval per SB policy # 6320
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [X] YES [] NO
Is funding provided in approved budget? [X] YES [] NO
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor:
Director/Principal: Jeff Carver, Director of Purchasing
Exec. Director or Asst. Superintendent: Steve Weil, Ex. Dir. Of Operations
Finance Review: Bryan Thabit
Legal Review:

Handwritten signatures for Jeff Carver, Steve Weil, and Bryan Thabit.

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A. Form Revised 12-1-10

Requisitions to be approved for purchases over \$10,000.00 for Board Agenda date - 07/17/12 (Rev'd)**Requisitions from 6/22/12 through 7/02/12**

No.	Cost Ctr	Req No.	Sch/Dept.	Authority for issuance of Purchase order	Vendor	\$ Amount	Description
1	9518	00043	FACILITIES	SB Policy # 6320 III A	Commercial Energy (Jupiter, FL)	\$25,000.00	Chlorine with Tank Lease for Martin County Community Pool
2	9518	00044	FACILITIES	SB Policy # 6320 III A	Critter Control of the Treasure Coast (Ft. Pierce, FL)	\$20,000.00	BPO for District Wide Wildlife removal
3	9518	00062	FACILITIES	In accordance with SB Policy # 6320.01 II B, lowest of three (3) quotes	One Call Property Services, (Stuart, FL)	\$33,600.00	Demolish and remove all debris fro sixteen (16) portable on at least seven (7) sites within the District
4	9524	00124	MAINT	SB Policy # 6320 II B	Graybar Electric Co., (Ft Pierce, FL)	\$14,500.00	Chiller repair at PWE main disconnects and labor and install
5	9556	00006	RISK	Exempt per SB Policy # 6320, V G, for the purchase of Insurance, Risk Management Programs, or contracting with third party administrators	Employers Mutual, Inc. (Stuart, FL)	\$256,890.00	Basic Student Accident Insurance Coverage effective 8/1/12 through 7/31/13
6	9556	00007	RISK	Exempt per SB Policy # 6320, V G, for the purchase of Insurance, Risk Management Programs, or contracting with third party administrators	SCREMP (Stuart, FL)	\$732,217.00	2012 Property Casualty, Transp. & School Property/Liability Insurance
7	9556	00008	RISK	Exempt per SB Policy # 6320, V G, for the purchase of Insurance, Risk Management Programs, or contracting with third party administrators	SCREMP (Stuart, FL)	\$2,089,494.00	2012 Property Casualty , Worker's Compensation Insurance
8	9556	00010	RISK	SB Policy # 6320	Heritage Product Resources (Lakeland, FL)	\$ 31,543.47	Purchase & Installation of Stage Curtain damaged by fire at MCHS
9	9556	00011	RISK	Exempt per SB Policy # 6320, V G, for the purchase of Insurance, Risk Management Programs, or contracting with third party administrators	Employers Mutual, Inc. (Stuart, FL)	\$47,023.00	Renewal of Errors and Omissions with National Union Fire Insurance from 7/1/12 through 7/1/13
10	9574	00002	Inst. Services	Exempt per SB Policy # 6320 V D for Professional Services	Southern Assoc of Colleges (Pensacola, FL)	\$14,300.00	Accreditation Fees for 2012-2013 School Year

Educ. Technology Requisitions to be approved for purchases over \$10,000.00 for Board Agenda date - 07/17/12**Requisitions from 6/22/12 through 7/02/12**

NONE



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 7.02

1. AGENDA ITEM: Approve Expenditures between July 1 and the date budget becomes official.
During the period from July 1 to the date the tentative budget becomes official, district school boards are authorized to approve ordinary expenditures, including salary payments which are necessary for the approved school program.
X appropriate box(s): x New [] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION: Memo attached.
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [] YES [] NO
Is funding provided in approved budget? [] YES [] NO
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Bryan Thabit
Type or Print Name Signature
Director/Principal:
Type or Print Name Signature
Exec. Director or Asst. Superintendent:
Type or Print Name Signature
Finance Review: Bryan Thabit
Type or Print Name Signature
Legal Review: [] REQUIRED [] NOT REQUIRED
Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [x] YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

500 East Ocean Blvd • Stuart, Florida 34994 • Telephone (772) 219-1200 Ext: 30213 • Facsimile: (772) 219-1229




Office Of: **BRYAN M. THABIT, CPA, CGFO**

Executive Director of Finance
MEMORANDUM

FIN: 13-001

DATE: July 9, 2012

TO: Nancy Kline
Superintendent

FROM: Bryan M. Thabit, CPA, CGFO
Executive Finance Director 

SUBJECT: Continuation Budget for Fiscal Year 2012-2013

Section 1011.08 of the Florida State Statutes, provides that during the period from July 1st, to the date the tentative budget becomes official, the Board is authorized to approve a continuation budget for ordinary expenditures, including salary payments necessary to continue the operation of the District.

The continuation budget will allow the District to operate until the final budget is approved.

Nancy Kline, Superintendent

School Board Members: Dr. David L. Anderson • Maura Barry-Sorenson • Michael J. Busha • Laurie Gaylord • Susan J. Hershey



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 7.03

1. AGENDA ITEM: Change Indiantown Middle School Petty Cash custodian to Jeff Raimann.
X appropriate box(s): [] New [] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION: See attached Petty Cash Request
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [] YES [] NO
Is funding provided in approved budget? [] YES [] NO
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Bryan Thabit
Type or Print Name

Nelene DiBartolomeo for Bryan Thabit
Signature

Director/Principal:
Type or Print Name

Signature

Exec. Director or Asst. Superintendent:
Type or Print Name

Signature

Finance Review: Bryan Thabit
Type or Print Name

Nelene DiBartolomeo for Bryan Thabit
Signature

Legal Review: [] REQUIRED
[X] NOT REQUIRED

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

PETTY CASH REQUEST

Please accept this request for District Petty Cash for:

IMS
Cost Center Name

0221
Ctr. #

The requested amount of this fund shall be \$ 200.00
(not to exceed \$200.00)

Per Board Policy

Petty cash advances for necessary operating expenditures may be made to the Superintendent and the Principals and other administrative supervisors as authorized by Section 6A-1.057 of State Board of Education regulations and School Board Policy 6626.

Petty cash funds may be replenished upon submission of a written request by the custodian, with the approved-for and itemized receipts showing the account classification for each expenditure. However, no single receipt shall exceed \$50.00.

The individual custodian for the petty cash fund shall at all times have in his/her custody cash or paid bills, or a combination thereof, totaling the amount of the petty cash funds. The funds shall be maintained apart from any other funds, in a secured location. Under no conditions shall these funds be used as a loan or advancement to any organization or person including the cashing of a personal check. **The individual custodians are responsible for the safekeeping of petty cash funds. In the event of unreasonable loss, the custodian is responsible to re-pay such lost funds.**

By initiating this request and accepting petty cash funds, the undersigned Administrator/Custodian acknowledges and agrees to responsibility for the safekeeping of such funds in accordance with the above policy

Jeff Raimann
Administrator/Custodian
(Print Name)

[Signature]
Administrator/Custodian Signature

JOHANNA FITZHUGH
(Print Name)

[Signature]
Authorized Signer's Signature (Form 52)

Date: 6-28-12

Board Approval Date
[Signature]
JUN 28 2012
FIN



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 7.04

1. AGENDA ITEM: Change Murray Middle School Petty Cash custodian to Doug Peterson.
X appropriate box(s): [] New [] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION: See attached Petty Cash Request
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [] YES [] NO
Is funding provided in approved budget? [] YES [] NO
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Bryan Thabit (Type or Print Name) [Signature: Helene D. Bartolomeo for Bryan Thabit]
Director/Principal: (Type or Print Name) [Signature]
Exec. Director or Asst. Superintendent: (Type or Print Name) [Signature]
Finance Review: Bryan Thabit (Type or Print Name) [Signature: Helene D. Bartolomeo for Bryan Thabit]
Legal Review: [] REQUIRED [X] NOT REQUIRED [Signature]

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

THE SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA

PETTY CASH REQUEST

Please accept this request for District Petty Cash for:

MURRAY MIDDLE

Cost Center Name

0081 RECEIVED
Ctr. #

The requested amount of this fund shall be 200.00
(not to exceed \$200.00)

JUL - 6 2012

FINANCE

Per Board Policy

Petty cash advances for necessary operating expenditures may be made to the Superintendent and the Principals and other administrative supervisors as authorized by Section 6A-1.057 of State Board of Education regulations and School Board Policy 6Gx43 - 7.07.

Petty cash funds may be replenished upon submission of a written request by the custodian, with the approved-for and itemized receipts showing the account classification for each expenditure. However, no single receipt shall exceed \$50.00.

The individual custodian for the petty cash fund shall at all times have in his/her custody cash or paid bills, or a combination thereof, totaling the amount of the petty cash funds. The funds shall be maintained apart from any other funds, in a secured location. Under no conditions shall these funds be used as a loan or advancement to any organization or person including the cashing of a personal check. **The individual custodians are responsible for the safekeeping of petty cash funds. In the event of unreasonable loss, the custodian is responsible to re-pay such lost funds.**

By initiating this request and accepting petty cash funds, the undersigned Administrator/Custodian acknowledges and agrees to responsibility for the safekeeping of such funds in accordance with the above policy

Douglas Peterson
Administrator/Custodian
(Print Name)

Douglas Peterson
Administrator/Custodian Signature

SANDY ARMSTRONG
(Print Name)

Sandy Armstrong
Authorized Signer's Signature (Form 52)

Date: 7/5/12

Board Approval Date



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 9.01

1. AGENDA ITEM: Client Services Agreement between Speech Rehab Services, LLC and the School Board of Martin County for the purpose of referring Healthcare Professionals such as Speech/ Language Pathologists.
X appropriate box(s): X New Renewal Addenda Presentation Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION: Client Services Agreement for the purpose of providing Speech/Language Therapy district wide.
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? YES NO
Is funding provided in approved budget? YES NO
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Mollye Kiss
Mollye Kiss

Mollye Kiss
Signature

Director/Principal: Mollye Kiss
Type or Print Name

Mollye Kiss
Signature

Exec. Director or Asst. Superintendent: Dr. Raffone
Dr. Raffone

Signature

Finance Review: Bryan Thabit
Required if Financial Impact

N/A
Signature

Legal Review:
Required for Contracts

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: X YES NO
All lines must be filled in or note N/A.

Form Revised 12-1-10

JUL 2 2012

SERVICE AGREEMENT

This agreement executed on the date last set out herein is between Speech Rehab Services, LLC, a Florida Limited Liability Company hereinafter referred to as "CONTRACTOR" and Martin County School District, hereinafter referred to as "School System" or "School District".

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction other than the State of Florida. No action may be brought arising out of or related to this Agreement except in a state or federal court of competent jurisdiction in Martin County, Florida. The parties irrevocably consent to the exercise of personal jurisdiction over it by such court.

1. Terms of Agreement

The terms of this Agreement shall commence on August 8, 2012.

2. Engagement

School System hereby engages CONTRACTOR to supply Speech Therapists (hereinafter "Therapist") during the term hereof as School System shall require to staff its facilities. School System understands and agrees that CONTRACTOR has spent a lot of time, effort, and money in recruiting said professionals and that CONTRACTOR is supplying resumes to School System with the intent of securing a contract. School System understands and agrees not to directly or indirectly, by itself or through any affiliated entities or any other contract companies, solicit or attempt to employ directly, or entertain solicitation by the professional presented by CONTRACTOR to said School System for a period of 6 months after termination. CONTRACTOR shall screen all Therapists before making assignments in order to determine the qualifications and competence of said Therapist.

3. Status of CONTRACTOR

All Therapists assigned to School System, pursuant to this Agreement shall, for all purposes under this Agreement, be obligated to the provisions attached in Addendum A (which would be the confirmation of the placement of a therapist).

4. Insurance and Indemnification

- A. Professional Liability and General Liability Insurance. CONTRACTOR shall provide general and professional liability insurance for all of its employees at a rate of \$1,000,000 per occurrence and \$3,000,000 in Aggregate. CONTRACTOR shall obtain and keep in force, during the term of this Agreement, at its own individual cost and expense, adequate insurance to insure against liability to any person or property arising from the acts or omissions of each of CONTRACTOR's employees, agents, independent contractors, and servants. These policies shall be with a company with an A.M. best rating of not less

than A-VI and have limits not less than One Million Dollars (\$1,000,000.00) per occurrence with Three Million Dollars (\$3,000,000.00) aggregate per year. Additionally, CONTRACTOR agrees to provide thirty (30) days advance notice of the amendment, termination, or cancellation of said policy.

- i) The insurance shall be subject to a maximum deductible not to exceed Twenty five Thousand (\$25,000) Dollars per claim.
- ii) The minimum limits to be maintained (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, Two Million (\$2,000,000) annual aggregate.
- iii) For policies written on a Claims Made Basis, CONTRACTOR shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form or there is a change in retroactive date, CONTRACTOR must purchase an extended reporting period rider/coverage during the life of this contract of not less than 3 years.
- iv) Additional insured. All insurance policies set forth in this contract, except for workers compensation and professional liability (if not permitted by the insurance carrier) above shall name the School District, its Officers, Board Members, Employees, and Agents as an additional insured's.

B. Automobile Liability Insurance. Should CONTRACTOR be driving onto school grounds in order to perform the services in this contract, then CONTRACTOR must carry liability limits that are acceptable to School District's Risk Management Department.

C. Worker's Compensation. As required by law, must comply with Chapter 440, F.S., Workers Compensation and all other applicable law(s). The minimum amount of coverage for those coverages customarily insured under Part Two (Employers' Liability) of the standard Workers' Compensation Policy shall be \$1,000,000 per accident, \$1,000,000 per disease and \$1,000,000 in the aggregate per employee.

D. Indemnification. CONTRACTOR hereby assumes, releases and agrees to indemnify, defend, protect and save School District, its Officers, Board Members, Employees, and Agents harmless from and against any loss of and/or damage to the property of CONTRACTOR, and all loss and/or damage on account of injury to or death of any persons whatsoever arising in any way from negligence or willful misconduct of CONTRACTOR, its employees, agents or independent contractors.

5. Documentation

CONTRACTOR shall provide School System the necessary material to keep on file with documentation which establishes that CONTRACTOR has, in effect, current insurance policies with respect to the following:

A. Worker's Compensation

- B. General and professional liability insurance as required in paragraph 4 listed above.

6. Qualifications of Healthcare Professionals

CONTRACTOR shall maintain and make available to School System, current profiles for each Therapist consisting of an application, skill checklist, current license issued by the State where School System is located, two work references and a copy of a current physical examination which includes a PPD test early or the results of a chest x-ray within the year, Rubella Titre and Varicella Titre.

- A. Each Therapist (Registered/Licensed) shall carry a copy of his or her license and shall present said license to School System Administration, if requested.
- B. Each Therapist shall have at least two work references which shall be documented at CONTRACTOR headquarters office.

7. Staffing Requirements

Requests from the School System for staffing will be made in writing to CONTRACTOR in as much advance notice as possible, with routine updates of open assignments. Each Therapist will be scheduled for a guaranteed minimum of 35 regular hours within a one-week period if full time otherwise dependent upon the need of the position. Overtime hours are paid after 40 hours are worked within a one week period of time. Overtime rate will be paid at time and one-half per hour or agreed upon rate.

Overtime hours may be offered by School System and worked only by mutual agreement with the Therapist.

Cancellation of a scheduled shift may occur only with the mutual agreement between the School System and the therapist. Such canceled hours will be without pay by the School System and without penalty to the Therapist by CONTRACTOR.

CONTRACTOR will invoice School System on the 1st of every month. Payment will be due within thirty (30) calendar days of invoice date.

8. Non-Solicitation

At no time during the term hereof, and for a period of 6 months after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ the CONTRACTOR Therapist performing services hereunder. With prior approval from CONTRACTOR, School System may hire a Therapist, provided School System pays CONTRACTOR a placement fee of fifty percent (50%) of the Therapist's total annual compensation package paid by the School System. Payment is due upon receipt of invoice.

9. Right to Dismiss

The School System maintains the right, at its sole discretion, to require that any Therapist it deems to be incompetent, negligent or engaging in misconduct to leave its premises immediately. School System agrees to notify CONTRACTOR of its action in a timely manner.

10. Default

If an Event of Default by School System occurs, in addition to the right to terminate this Agreement, CONTRACTOR may seek any other remedy available to it in law or in equity on account of such default. Additionally, any amounts due for Services previously provided by CONTRACTOR shall be immediately paid to CONTRACTOR.

11. School System Policies and Procedures

While providing services at School System, Therapists shall comply with all provisions of the licensing law under which he or she is licensed; with regulations promulgated there under; and with facility policies adopted by the School System to protect the health and welfare of student's. School System shall provide orientation for Therapists wherein general policies and procedures as well as high tech and specialty procedures of the School System related to the rendering of Therapists care in the facilities will be explained.

12. Liaison

CONTRACTOR shall provide a 24 hour liaison to the School System to resolve any problems that may occur.

13. Fingerprinting

CONTRACTOR shall require all Therapists under this Agreement to meet all federal, state and local requirements including requirements of the School System for working with students. CONTRACTOR shall require all Therapists to submit to an FDLE background check prior to assignment. Therapists found through the background screening process or otherwise to have been convicted of a disqualifying crime, as determined by School System, shall not be assigned in any role allowing direct contact with students.

Prior to entering any of the School System's schools at any time when students may be present, CONTRACTOR will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by completing the fingerprint screening required of CONTRACTOR and all of its Therapists who provide services under this contract. CONTRACTOR shall contact the School District's Personnel Department at 772/219-1200 ext. 30242 to schedule an appointment for the screening. The fingerprint screening must be completed in advance of the Therapists providing any services. CONTRACTOR will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CONTRACTOR and its Therapists. CONTRACTOR will provide School District a list of its Therapists. CONTRACTOR will update these lists in the event that any new employees are added and CONTRACTOR agrees that new Therapists shall be fingerprinted. CONTRACTOR agrees that in the event any Therapist is convicted of a

criminal offense, CONTRACTOR will notify the School District within forty-eight (48) hours.

The parties agree in the event that CONTRACTOR fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the School District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. CONTRACTOR agrees to indemnify and hold harmless the School District, its officers and employees from any liability whatsoever resulting from CONTRACTOR's failure to comply with the requirements of this paragraph of Fla. Stat. 1012.32 and 1012.465.

14. Confidentiality of Student Records

A. In the course of providing services under this agreement, CONTRACTOR may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with School System; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by CONTRACTOR, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for CONTRACTOR to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of CONTRACTOR under this Agreement.

B. School System and CONTRACTOR agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that CONTRACTOR will immediately inform School System of such request in writing if allowed by law or judicial and/or administrative order. CONTRACTOR shall only retrieve such data or information upon receipt of, and in accordance with, written directions by School System. CONTRACTOR shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by CONTRACTOR shall be provided to School System. It shall be School System's sole responsibility to respond to requests for data or information received by CONTRACTOR regarding School District data or information. Should CONTRACTOR receive a court order or lawfully issued subpoena seeking the release of Confidential Information, CONTRACTOR shall provide immediate notification to School System of its receipt of such court order or lawfully issued subpoena and shall immediately provide School System with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.

C. The parties agree that any breach of the confidentiality obligation set forth in the Agreement may, at School System direction, result in cancellation

of this Agreement and the eligibility of CONTRACTOR to receive any information from School System for a period of not less than five (5) years. In addition CONTRACTOR agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by School District as a direct result of such breach.

D. In the event that a security breach of its systems or processes exposes School System's Confidential Information to a third party, CONTRACTOR will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to School System.

E. Upon expiration or termination of the Agreement, CONTRACTOR shall return and/or destroy all Confidential Information received from School System upon, and in accordance with, direction from School System. CONTRACTOR shall not retain copies of any data or information received from School System once School System has directed CONTRACTOR as to how such information shall be returned to School System and/or destroyed. Furthermore, CONTRACTOR shall ensure that they dispose of any and all data or information received from School System in a School System-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

F. The provisions of this section shall survive termination of this Agreement.

15. Notice

Any notice required under this agreement shall be in writing and sent to the parties at the following addresses:

School System:

Martin County School District
Building 19 – ESE Department
500 East Ocean Blvd
Stuart, FL 34994
Attention: Director of Exceptional Student Education
772-219-1200 X 30421
772-219-1246

Contractor:

Speech Rehab Services, LLC
950 Peninsula Corporate Circle, Suite 1014.
Boca Raton, FL 33487
Attention: Janet L. Sandler, President
561-994-6590
561-994-6690 Fax

In Witness Whereof, Speech Rehab Services, LLC, and the School Board of Martin County, Florida, have made and executed this contract on behalf of themselves and their businesses have hereunto set it hand the day and year above written.

School Board of Martin County, Florida

Speech Rehab Services, LLC

By: _____
Sue Hershey, Chair

By: 
Janet L. Sandler, President

Date: _____

Date: 6/21/2012

By: _____
Nancy Kline, Superintendent

Date: _____

Attachment A

To: Judy Walters
Date: April 8, 2012
Re: Confirmation for _____

Per our conversation, this letter is to confirm that _____ Therapist will be working at Martin County School District in Stuart, FL as a Speech Therapist through Speech Rehab Services, LLC.

Therapists' assignment will begin on 8/8/12 and will run through 5/31/13 with a guaranteed minimum of 35 hours per week for a full time position. The length of his/her assignment is guaranteed. The bill rate is \$63.00-\$65.00 per hour. The Therapist will follow the Martin County Schools Districts approved Student Calendar for scheduled school time off during this period. If therapist is required to work at more than one school, one school shall be designated as the therapist's base school. If the School System requires the Speech Therapist to travel to and perform services at more than one location, School System will compensate Contractor for travel time between facilities at the regular hourly bill rate. The therapist will present the school system with weekly time sheets, which are to be signed by an authorized individual of the school system;

_____ [please fill in the name of the individual authorized to sign time sheets]. These time sheets are used for billing purposes and payment is to be made for all hours signed off on by the authorized individual.

Speech Rehab Services, LLC(CONTRACTOR)

Authorized Signature _____

Title President _____

Date _____

Martin County School District
Authorized Signature _____

Title _____

Date _____

Please have this confirm signed by an authorized individual



**School Board of Martin County
Agenda Item Request Form
Board Meeting: 7/17/2012**

Agenda Item # 11.01

1. **AGENDA ITEM:** Independent Contract Agreement for Rebekah Cartrett Occupational Therapist
 X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF** This agreement is for an Occupational Therapist who will be providing direct instruction, observations, evaluation, and IEP development for students. She will be providing Therapy for students at a rate of \$45.00 per hour not to exceed 35,100.00. Mrs. Cartrett will attend IEP/Parent meetings and /or provide input via phone calls to staff and family. Mrs. Cartrett will be assigned to one or more schools in Martin County. The assignment is based on the number of direct therapy minutes at the site which varies throughout the year. Her current contract reflects an anticipated amount and was based on current Occupational Therapy IEP minutes at her assigned school site(s). The total number of direct service Occupational Therapy minutes is collected throughout the year, as well as the number of minutes for additional responsibilities that the Therapist has as an OT. This is to ensure that adequate services are provided as indicated on student's IEs and as required by State Regulations.

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ 35,100.00
 Source: General

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Mollye Kiss _____ Signature Mollye Kiss _____
 Type or Print Name

Director/Principal: Mollye Kiss _____ Signature Mollye Kiss _____
 Type or Print Name

Exec. Director or
 Asst. Superintendent: Dr. Frank Raffone _____ Signature Frank Raffone _____
 Type or Print Name

Finance Review: Bryan Thabit _____ Signature Bryan Thabit _____
 Required if Financial Impact

Legal Review: _____ Signature _____
 Required for Contracts

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

THE SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 29th day of May, 2012 by and between The School Board of Martin County, Florida, with offices at 500 East Ocean Boulevard, Stuart, Florida 34994, hereinafter referred to as the "Board", and Rebekah Cartrett, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Board desires to enter into this Agreement with the Contractor, providing, among other things, for Contractor's services to the Board; and

WHEREAS, the Contractor desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** The Board shall retain the Contractor and the Contractor shall provide all labor, material and services required to provide the scope of services described on Exhibit "A" to the Board upon the terms and conditions hereinafter set forth.

2. **Term.** The term of this Agreement shall commence on or about the 8th day of August 2012, and terminate on or about the 31st day of May 2013, unless terminated prior to that date as set out hereinafter.

3. **Duties of Contractor.** During the period of this Agreement, the Contractor shall have the full and complete obligation and responsibility for the performance of the services, duties and work described in the attached Exhibit "A" for the Board and the Contractor shall be obligated to the Board for the performance of all such services, duties and work.

4. **Time Requirements.** The Contractor shall devote, during the term of this Agreement, such of his time, energy, and skill as is required to successfully perform all of his services, duties and work hereunder or as agreed to between the parties or as required by law or regulation.

5. **Compensation.** The Board shall compensate the Contractor on a time and material basis, in an aggregate amount not to exceed \$35,100.00. Contractor shall be compensated at the rate of \$45.00 per hour for the services of Contractor's contract administrator. The rates of other employees of the Contractor who may assist in this matter range from \$NA to NA per hour, depending upon experience. Contractor shall not be entitled to compensation for travel time.

This Agreement (check one) IS or IS Not funded in whole or part with federal Funds. If this Agreement is to be funded in whole or part with Federal funds, then the

additional terms and conditions contained in Exhibit "B" apply, which are incorporated herein by reference.

Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, travel time, printed library materials, use of the Contractor's courier for local deliveries, word processing, medical summaries, clerical or secretarial services are overhead and will not be separately compensated. In-house copying charges in excess of \$100.00 per month (at \$.15 per page) shall be considered non-routine and shall be reimbursable.

Billable hours shall be measured in 6 minute increments. Compensation of hours will be for actual time spent providing services to the Board.

Premium rates will not be paid for overtime work.

6. Financial Matters.

A. Invoices. The Board shall be billed monthly. Each statement for fees and costs shall be in a format that includes, at a minimum, the following information.

- i) Matter name and number, if applicable, or other matter reference.
- ii) Invoice number for the particular bill.
- iii) Inclusive dates of the month covered by the invoice.
- iv) Itemization of the hours billed; a concise meaningful description of the services rendered, with sufficient detail to enable the Board to evaluate the services rendered and costs; the person(s) who performed the services for each day being billed; and their hourly rate as specified herein.
- v) A listing of all invoiced costs to be reimbursed. Invoiced costs must be accompanied by copies of actual receipts.
- vi) The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
- vii) Any other information as may reasonably be requested by the Superintendent.
- viii) Contractor acknowledges that they shall be paid monthly.

B. Audits. Contractor may be subject to an audit by the Board at any time. The Board will provide the Contractor at least a two week notice if an audit is requested. There is a mutual obligation of the Board and Contractor to monitor amounts expended under this contract and notify either party when the amount to be expended is different than the actual contract amount agreed to in this Agreement. The Contractor hereby acknowledges that any contract amount

overages will need Board approval per School Board Policy 6320 prior to any contract amount overages being expended.

7. **Relation of the Parties.** The Board retains the Contractor only for the purposes and to the extent set forth in this Agreement and the Contractor's relationship to the Board shall, during the term of this Agreement, be that of an Independent Contractor. The Board shall not withhold, from sums becoming payable to the Contractor hereunder, any amounts for State or Federal Income Tax, FICA (Social Security) Taxes, Florida Retirement System (FRS) or similar such employer obligations during the term of this Agreement. The Contractor shall be free to dispose of such portions of his entire time, energy and skill as he is not obligated to devote hereunder to the Board in such manner, as he deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Board pertaining to or in connection with any health, pension, bonus, or other benefit extended to the Board's employees.

8. **Insurance.**

A. Commercial General Liability Insurance. Except as otherwise provided, the Commercial General Liability Insurance provided by the Contractor shall conform to the requirements set forth.

i) The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence/Two Million (\$2,000,000) annual aggregate.

B. Professional Liability Insurance. If included with the scope of services reflected in Exhibit "A", the Contractor shall provide, subject to reasonable commercial availability, Professional Liability Insurance conforming to the following requirements:

i) The insurance shall be subject to a maximum deductible not to exceed Twenty-five Thousand (\$25,000) Dollars per claim.

ii) The minimum limits to be maintained (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, Two Million (\$2,000,000) annual aggregate.

iii) For policies written on a Claims Made Basis, Contractor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form or there is a change in retroactive date, Contractor must purchase an extended reporting period rider/coverage during the life of this contract of not less than 3 years.

- C. Automobile Liability Insurance. Should Contractor be driving onto to school grounds in order to perform the services in this contract, then Contractor must carry liability limits that are acceptable to Board's Risk Management Department.
- D. Additional Insured. All insurance policies set forth in this contract, except for workers compensation and professional liability (if not permitted by the insurance carrier) above shall name the School District, it Officers, Board Members, Employees, and Agents as an additional insured.
- E. Worker's Compensation. As required by law, must comply with Chapter 440, F.S., Workers Compensation and all other applicable law(s). The minimum amount of coverage for those coverages customarily insured under Part Two (Employers' Liability) of the standard Workers' Compensation Policy shall be \$500,000 per accident, \$500,000 per disease and \$500,000 in the aggregate per employee.

9. **Indemnification.** The Contractor hereby assumes, releases and agrees to indemnify, defend, protect and save Board harmless from and against any loss of and/or damage to the property of Contractor, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from negligence or willful misconduct of Contractor, its employees, agents or independent contractors.

10. **Fingerprinting.** Contractor shall require all individuals assigned employed under this Agreement to meet all federal, state and local requirements including requirements of the Board for working with students. Contractor shall require all employees to submit to an FDLE background check prior to assignment. Employees found through the background screening process or otherwise to have been convicted of a crime involving moral turpitude shall not be assigned in any role allowing direct contact with students.

The Contractor will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by requiring each of its employees, agents and representatives who provide services under this agreement to complete the fingerprint screening prior to entering any of the District's school at a time when students may be present. Contractor shall contact the District's Personnel Department at 772-219-1200 ext. 30242 to schedule an appointment for screening. The fingerprint screening must be completed in advance of the Contractor, employee, agent or representative providing any services. The Contractor will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32 and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. The Contractor will provide the District a list of its employees. Contractor will update these lists in the event that any new employees are added and Contractor agrees that new employees shall be fingerprinted. Contractor agrees that in the event any employee is convicted of a criminal offense, the Contractor will notify the District within forty-eight hours.

The parties agree that in the event that the Contractor fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the District,

its officers and employees from any liability whatsoever resulting from Contractor failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

11. **Confidentiality.** In the course of providing services under this Agreement, Contractor may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with the Board; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

- A. The Board and Contractor agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that Contractor will immediately inform the Board of such request in writing if allowed by law or judicial and/or administrative order. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the Board. Contractor shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by Contractor shall be provided to the Board. It shall be the Board's sole responsibility to respond to requests for data or information received by Contractor regarding School District data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of Confidential Information, Contractor shall provide immediate notification to the Board of its receipt of such court order or lawfully issued subpoena and shall immediately provide the Board with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
- B. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Agreement may, at the Board's discretion, result in cancellation of this Agreement and the eligibility for Contractor to receive any information from the Board for a period of not less than five (5) years. In addition, Contractor agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by the Board as a direct result of such breach.
- C. In the event that a security breach of its systems or processes exposes the Board's Confidential Information to a third party, Contractor will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to the Board.

- D. Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all Confidential Information received from the Board upon, and in accordance with, direction from the Board. Contractor shall not retain copies of any data or information received from the Board once the Board has directed Contractor as to how such information shall be returned to the Board and/or destroyed. Furthermore, Contractor shall ensure that they dispose of any and all data or information received from the Board in a Board-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- E. The provisions of this section shall survive termination of this Agreement.

12. **Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with his independent and professional judgment. The Contractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade, business, or profession. This Agreement shall be subject to all rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong, to all Board rules, and to the laws and regulations governing the practice of the Contractor's trade, business, or profession in this State.

13. **Termination.** Either party upon five (5) business days written notice may normally terminate this Agreement at any time, with or without cause. However, the Board specifically reserves the right to terminate this agreement immediately upon receipt of information believed by the Board to so warrant immediate termination.

14. **Income Tax or Employee Designation.** In the event that the Internal Revenue Service (IRS) should determine that the Contractor, according to IRS guidelines, is an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon. Additionally, if the Contractor is otherwise deemed an employee (e.g., Florida Retirement System), the Contractor herein acknowledges that all payments to the Contractor are gross payments, and the Contractor is responsible for all contributions required of the Board for its employees. To the extent the Board pays such contributions as herein articulated, on behalf of the Contractor, the Contractor specifically and knowingly agrees to indemnify and otherwise make whole the Board for any and all such contributions so paid by the Board.

15. **Supplies, Tools, Materials.** Except as specifically provided herein, the Contractor is responsible for supplying all supplies, tools, and materials necessary to perform all duties as delineated herein.

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign

immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of Section 768.28, Florida Statutes.

17. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

18. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

19. **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Except as otherwise expressly provided herein, each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

20. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

21. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

22. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

23. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

24. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

25. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Nineteenth Judicial Circuit of Martin County, Florida.

26. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

27. **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the Board.

28. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

29. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

30. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board:	Superintendent of Schools The School Board of Martin County, Florida 500 E. Ocean Blvd. Stuart, Florida 34994
------------------	--

With a Copy to:

Mollye Kiss / Coordinator of ESE

Name of District Representative

500 East Ocean Blvd.

Address

Stuart, FL 34994

Address

To *[Insert Name]*:

Name of Other Party

Address

Address

With a Copy to:

Name to be Provided by Other Party

Address

Address

31. **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

32. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

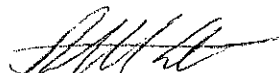
33. **Excess Funds.** Any party receiving funds paid by the Board under this Agreement agrees to promptly notify the Board of any funds erroneously received from the Board upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the Board with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the Board.

34. **Fiscal Non-Appropriations Clause.** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CONTRACTOR



Name: Rebekah Cartrett

Date: 6/19/12

THE SCHOOL BOARD OF
MARTIN COUNTY, FLORIDA

Attest:

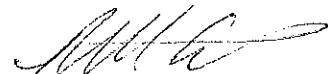
Name: Susan J. Hershey
Date:

Nancy Kline, Superintendent

FRAUD STATEMENT

The Contractor acknowledges that any person who knowingly and with intent to injure, defraud or deceive the Martin County School District may be guilty of a criminal offense.

CONTRACTOR



Name: Rebekah Cartrett

Date: 6/19/12

Exhibit "A"

Scope of Services

Contractor shall provide all labor, materials, equipment, products, consumables and services as are required to fulfill the School Board's needs set forth below:

1. Contractor Name	Rebekah Cartrett
2. Contractor Address	PO Box 3040 Palm Beach, FL 33480
3. Dates of Service	8/8/2012 to 5/31/2013
4. Hours Per Day of Service	2 days at 7.5 hrs / 1 day at 4 hrs.
5. Number of Children Served	32
6. Number of Adults Served	NA
7. General Type of Services	Occupational Therapy
8. Products to be Delivered (# and type)	Direct/Indirect and Consultation for OT
9. Time of Delivery	during school day and open house
10. Publications to be Delivered (# and type)	NA
11. Time of Delivery	NA
12. Other Deliverables	Attend IEP meetings
13. Time of Delivery	during school hours and after school if needed
14. Reporting Requirements	reports to Coordinator of ESE and Program Specialist assigned to OT/PT.
15. Other Services	

Exhibit "B"

1. **Access To Records** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcriptions.
2. **Records Retention** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the Board makes final payments and all other pending matters are closed.
3. **Clean Air Act** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).
4. **Energy Efficiency** (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).
5. **Suspension and Debarment.** In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).
6. **Equal Employment Opportunity** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).
7. **Copeland "Anti-Kickback" Act** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).
8. **Davis-Bacon Act** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program

legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

9. **Contract Work Hours & Safety Standards Act (34 CFR 80.36(i)(6)):** All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).



**School Board of Martin County
Agenda Item Request Form
Board Meeting: 7/17/2012**

Agenda Item # 11.02

1. **AGENDA ITEM:** Independent Contract Agreement for Megan Dillon Speech/Language Therapist

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** This agreement is for a Speech/Language Therapist who will be providing direct instruction, observations, evaluation, and IEP development for students. She will be providing Therapy for students at a rate of \$50.00 per hour not to exceed \$45,000.00. Mrs. Dillon will attend IEP/Parent meetings and/or provide input via phone call(s) to staff and family. Mrs. Dillon will be assigned to one or more schools in Martin County. The assignment is based on the number of direct therapy minutes at the site which varies throughout the year. Her current contract reflects an anticipated amount and was based on current Speech/Language Therapy IEP minutes at her assigned school site. The total number of direct service Speech/Language minutes is collected throughout the year, as well as the number of minutes for additional responsibilities that the therapist has as a SLP. This is to ensure that adequate services are provided as indicated on student's IEPs and as required by State Regulations.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ 45,000.00
 Source: General

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Mollye Kiss Mollye Kiss
Type or Print Name Signature

Director/Principal: Mollye Kiss Mollye Kiss
Type or Print Name Signature

Exec. Director or
 Asst. Superintendent: Dr. Frank Raffone Frank Raffone
Type or Print Name Signature

Finance Review: Bryan Thabit
 Required if Financial Impact Bryan Thabit
Signature

Legal Review: _____
 Required for Contracts Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

**THE SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 29th day of May, 2012 by and between The School Board of Martin County, Florida, with offices at 500 East Ocean Boulevard, Stuart, Florida 34994, hereinafter referred to as the "Board", and Megan Dillon, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Board desires to enter into this Agreement with the Contractor, providing, among other things, for Contractor's services to the Board; and

WHEREAS, the Contractor desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** The Board shall retain the Contractor and the Contractor shall provide all labor, material and services required to provide the scope of services described on Exhibit "A" to the Board upon the terms and conditions hereinafter set forth.

2. **Term.** The term of this Agreement shall commence on or about the 8th day of August 2012, and terminate on or about the 31st day of May 2013, unless terminated prior to that date as set out hereinafter.

3. **Duties of Contractor.** During the period of this Agreement, the Contractor shall have the full and complete obligation and responsibility for the performance of the services, duties and work described in the attached Exhibit "A" for the Board and the Contractor shall be obligated to the Board for the performance of all such services, duties and work.

4. **Time Requirements.** The Contractor shall devote, during the term of this Agreement, such of his time, energy, and skill as is required to successfully perform all of his services, duties and work hereunder or as agreed to between the parties or as required by law or regulation.

5. **Compensation.** The Board shall compensate the Contractor on a time and material basis, in an aggregate amount not to exceed \$45,000.00. Contractor shall be compensated at the rate of \$50.00 per hour for the services of Contractor's contract administrator. The rates of other employees of the Contractor who may assist in this matter range from \$NA to NA per hour, depending upon experience. Contractor shall not be entitled to compensation for travel time.

This Agreement (check one) IS or IS Not funded in whole or part with federal Funds. If this Agreement is to be funded in whole or part with Federal funds, then the

additional terms and conditions contained in Exhibit "B" apply, which are incorporated herein by reference.

Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, travel time, printed library materials, use of the Contractor's courier for local deliveries, word processing, medical summaries, clerical or secretarial services are overhead and will not be separately compensated. In-house copying charges in excess of \$100.00 per month (at \$.15 per page) shall be considered non-routine and shall be reimbursable.

Billable hours shall be measured in 6 minute increments. Compensation of hours will be for actual time spent providing services to the Board.

Premium rates will not be paid for overtime work.

6. Financial Matters.

A. Invoices. The Board shall be billed monthly. Each statement for fees and costs shall be in a format that includes, at a minimum, the following information.

- i) Matter name and number, if applicable, or other matter reference.
- ii) Invoice number for the particular bill.
- iii) Inclusive dates of the month covered by the invoice.
- iv) Itemization of the hours billed; a concise meaningful description of the services rendered, with sufficient detail to enable the Board to evaluate the services rendered and costs; the person(s) who performed the services for each day being billed; and their hourly rate as specified herein.
- v) A listing of all invoiced costs to be reimbursed. Invoiced costs must be accompanied by copies of actual receipts.
- vi) The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
- vii) Any other information as may reasonably be requested by the Superintendent.
- viii) Contractor acknowledges that they shall be paid monthly.

B. Audits. Contractor may be subject to an audit by the Board at any time. The Board will provide the Contractor at least a two week notice if an audit is requested. There is a mutual obligation of the Board and Contractor to monitor amounts expended under this contract and notify either party when the amount to be expended is different than the actual contract amount agreed to in this Agreement. The Contractor hereby acknowledges that any contract amount

overages will need Board approval per School Board Policy 6320 prior to any contract amount overages being expended.

7. **Relation of the Parties.** The Board retains the Contractor only for the purposes and to the extent set forth in this Agreement and the Contractor's relationship to the Board shall, during the term of this Agreement, be that of an Independent Contractor. The Board shall not withhold, from sums becoming payable to the Contractor hereunder, any amounts for State or Federal Income Tax, FICA (Social Security) Taxes, Florida Retirement System (FRS) or similar such employer obligations during the term of this Agreement. The Contractor shall be free to dispose of such portions of his entire time, energy and skill as he is not obligated to devote hereunder to the Board in such manner, as he deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Board pertaining to or in connection with any health, pension, bonus, or other benefit extended to the Board's employees.

8. **Insurance.**

- A. Commercial General Liability Insurance. Except as otherwise provided, the Commercial General Liability Insurance provided by the Contractor shall conform to the requirements set forth.
- i) The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence/Two Million (\$2,000,000) annual aggregate.
- B. Professional Liability Insurance. If included with the scope of services reflected in Exhibit "A", the Contractor shall provide, subject to reasonable commercial availability, Professional Liability Insurance conforming to the following requirements:
- i) The insurance shall be subject to a maximum deductible not to exceed Twenty-five Thousand (\$25,000) Dollars per claim.
 - ii) The minimum limits to be maintained (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, Two Million (\$2,000,000) annual aggregate.
 - iii) For policies written on a Claims Made Basis, Contractor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form or there is a change in retroactive date, Contractor must purchase an extended reporting period rider/coverage during the life of this contract of not less than 3 years.

- C. Automobile Liability Insurance. Should Contractor be driving onto to school grounds in order to perform the services in this contract, then Contractor must carry liability limits that are acceptable to Board's Risk Management Department.
- D. Additional Insured. All insurance policies set forth in this contract, except for workers compensation and professional liability (if not permitted by the insurance carrier) above shall name the School District, it Officers, Board Members, Employees, and Agents as an additional insured.
- E. Worker's Compensation. As required by law, must comply with Chapter 440, F.S., Workers Compensation and all other applicable law(s). The minimum amount of coverage for those coverages customarily insured under Part Two (Employers' Liability) of the standard Workers' Compensation Policy shall be \$500,000 per accident, \$500,000 per disease and \$500,000 in the aggregate per employee.

9. **Indemnification.** The Contractor hereby assumes, releases and agrees to indemnify, defend, protect and save Board harmless from and against any loss of and/or damage to the property of Contractor, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from negligence or willful misconduct of Contractor, its employees, agents or independent contractors.

10. **Fingerprinting.** Contractor shall require all individuals assigned employed under this Agreement to meet all federal, state and local requirements including requirements of the Board for working with students. Contractor shall require all employees to submit to an FDLE background check prior to assignment. Employees found through the background screening process or otherwise to have been convicted of a crime involving moral turpitude shall not be assigned in any role allowing direct contact with students.

The Contractor will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by requiring each of its employees, agents and representatives who provide services under this agreement to complete the fingerprint screening prior to entering any of the District's school at a time when students may be present. Contractor shall contact the District's Personnel Department at 772-219-1200 ext. 30242 to schedule an appointment for screening. The fingerprint screening must be completed in advance of the Contractor, employee, agent or representative providing any services. The Contractor will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32 and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. The Contractor will provide the District a list of its employees. Contractor will update these lists in the event that any new employees are added and Contractor agrees that new employees shall be fingerprinted. Contractor agrees that in the event any employee is convicted of a criminal offense, the Contractor will notify the District within forty-eight hours.

The parties agree that in the event that the Contractor fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the District,

its officers and employees from any liability whatsoever resulting from Contractor failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

11. **Confidentiality.** In the course of providing services under this Agreement, Contractor may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with the Board; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act (“HIPAA”), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as “Confidential Information”). Such Confidential Information shall not be disclosed or shared with any third-party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

- A. The Board and Contractor agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that Contractor will immediately inform the Board of such request in writing if allowed by law or judicial and/or administrative order. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the Board. Contractor shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by Contractor shall be provided to the Board. It shall be the Board’s sole responsibility to respond to requests for data or information received by Contractor regarding School District data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of Confidential Information, Contractor shall provide immediate notification to the Board of its receipt of such court order or lawfully issued subpoena and shall immediately provide the Board with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
- B. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Agreement may, at the Board’s discretion, result in cancellation of this Agreement and the eligibility for Contractor to receive any information from the Board for a period of not less than five (5) years. In addition, Contractor agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by the Board as a direct result of such breach.
- C. In the event that a security breach of its systems or processes exposes the Board’s Confidential Information to a third party, Contractor will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to the Board.

- D. Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all Confidential Information received from the Board upon, and in accordance with, direction from the Board. Contractor shall not retain copies of any data or information received from the Board once the Board has directed Contractor as to how such information shall be returned to the Board and/or destroyed. Furthermore, Contractor shall ensure that they dispose of any and all data or information received from the Board in a Board-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- E. The provisions of this section shall survive termination of this Agreement.

12. **Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with his independent and professional judgment. The Contractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade, business, or profession. This Agreement shall be subject to all rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong, to all Board rules, and to the laws and regulations governing the practice of the Contractor's trade, business, or profession in this State.

13. **Termination.** Either party upon five (5) business days written notice may normally terminate this Agreement at any time, with or without cause. However, the Board specifically reserves the right to terminate this agreement immediately upon receipt of information believed by the Board to so warrant immediate termination.

14. **Income Tax or Employee Designation.** In the event that the Internal Revenue Service (IRS) should determine that the Contractor, according to IRS guidelines, is an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon. Additionally, if the Contractor is otherwise deemed an employee (e.g., Florida Retirement System), the Contractor herein acknowledges that all payments to the Contractor are gross payments, and the Contractor is responsible for all contributions required of the Board for its employees. To the extent the Board pays such contributions as herein articulated, on behalf of the Contractor, the Contractor specifically and knowingly agrees to indemnify and otherwise make whole the Board for any and all such contributions so paid by the Board.

15. **Supplies, Tools, Materials.** Except as specifically provided herein, the Contractor is responsible for supplying all supplies, tools, and materials necessary to perform all duties as delineated herein.

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign

immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of Section 768.28, Florida Statutes.

17. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

18. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

19. **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Except as otherwise expressly provided herein, each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

20. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

21. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

22. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

23. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

24. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

25. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Nineteenth Judicial Circuit of Martin County, Florida.

26. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

27. **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the Board.

28. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

29. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

30. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board: Superintendent of Schools
The School Board of Martin County, Florida
500 E. Ocean Blvd.
Stuart, Florida 34994

With a Copy to:

Mollye Kiss / Coordinator of ESE
Name of District Representative
500 East Ocean Blvd.
Address
Stuart, FL 34994
Address

To *[Insert Name]*:

Name of Other Party

Address

Address

With a Copy to:

Name to be Provided by Other Party

Address

Address

31. **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

32. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

33. **Excess Funds.** Any party receiving funds paid by the Board under this Agreement agrees to promptly notify the Board of any funds erroneously received from the Board upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the Board with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the Board.

34. **Fiscal Non-Appropriations Clause.** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CONTRACTOR

Megan Dillon
Name: Megan Dillon
Date: 6-6-12.

THE SCHOOL BOARD OF
MARTIN COUNTY, FLORIDA

Attest:

Name: Susan J. Hershey
Date:

Nancy Kline, Superintendent

FRAUD STATEMENT

The Contractor acknowledges that any person who knowingly and with intent to injure, defraud or deceive the Martin County School District may be guilty of a criminal offense.

CONTRACTOR

Megan Dillon
Name: Megan Dillon
Date: 6-6-12.

Exhibit "A"

Scope of Services

Contractor shall provide all labor, materials, equipment, products, consumables and services as are required to fulfill the School Board's needs set forth below:

1. Contractor Name	Megan Dillon
2. Contractor Address	6254 SE Vista Ave. Stuart, FL 34997
3. Dates of Service	8/8/2012 to 5/31/2012
4. Hours Per Day of Service	3 days at 7.5 hrs per day
5. Number of Children Served	35
6. Number of Adults Served	NA
7. General Type of Services	Speech/Language Therapy
8. Products to be Delivered (# and type)	Direct/Indirect therapy and consultation for Speech/Language Therapy
9. Time of Delivery	during school day and open house
10. Publications to be Delivered (# and type)	NA
11. Time of Delivery	NA
12. Other Deliverables	Attend IEP meetings
13. Time of Delivery	during school hours and after school if needed
14. Reporting Requirements	reports to Coordinator of ESE and Program Specialist assigned to the Speech/Language Program
15. Other Services	

Exhibit "B"

1. **Access To Records** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcriptions.
2. **Records Retention** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the Board makes final payments and all other pending matters are closed.
3. **Clean Air Act** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).
4. **Energy Efficiency** (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).
5. **Suspension and Debarment.** In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).
6. **Equal Employment Opportunity** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).
7. **Copeland "Anti-Kickback" Act** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).
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legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

9. **Contract Work Hours & Safety Standards Act** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).



**School Board of Martin County
Agenda Item Request Form
Board Meeting: 7/17/2012**

Agenda Item # 11.03

1. **AGENDA ITEM:** Independent Contract Agreement for Cherie Mault and Helene Messina Therapist/Augmentative Assistive Technology
 X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION** Together they provide service to 359 students. They follow up upon recommendations following Augmentative Communication and/Assistive Technology evaluations, loading programs into computers or communication devices. Training staff, students, and parents in school and at home, on the use of equipment, creating materials for implementing & maintaining AAT/AT equipment. Maintain inventory on over 1000 pieces of equipment. Create visuals for teachers and students. They prepare adaptation to curriculum and materials and work with FM systems for staff and students that need ADA accommodations. They are paid at a rate of \$20.00 per hour not to exceed \$30,900.00 each for the 2012/2013 school year.

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$30,800
 Source: IDEA Grant 0420.5200.0310.9514.4123

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor Mollye Kiss
 Type or Print Name

Mollye Kiss
 Signature

Director/Principal: Mollye Kiss
 Type or Print Name

Mollye Kiss
 Signature

Exec. Director or
 Asst. Superintendent: Dr. Frank Raffone
 Type or Print Name

Frank Raffone
 Signature

Finance Review: Bryan Thabit
 Executive Director of Finance

Bryan Thabit
 Signature

Legal Review: **REQUIRED**
 NOT REQUIRED

 Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

**THE SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 25th day of May, 2012 by and between The School Board of Martin County, Florida, with offices at 500 East Ocean Boulevard, Stuart, Florida 34994, hereinafter referred to as the "Board", and CHERIE MAULT, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Board desires to enter into this Agreement with the Contractor, providing, among other things, for Contractor's services to the Board; and

WHEREAS, the Contractor desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** The Board shall retain the Contractor and the Contractor shall provide all labor, material and services required to provide the scope of services described on Exhibit "A" to the Board upon the terms and conditions hereinafter set forth.

2. **Term.** The term of this Agreement shall commence on or about the 30TH day of JULY 2012, and terminate on or about the 30TH day of June 2013, unless terminated prior to that date as set out hereinafter.

3. **Duties of Contractor.** During the period of this Agreement, the Contractor shall have the full and complete obligation and responsibility for the performance of the services, duties and work described in the attached Exhibit "A" for the Board and the Contractor shall be obligated to the Board for the performance of all such services, duties and work.

4. **Time Requirements.** The Contractor shall devote, during the term of this Agreement, such of his time, energy, and skill as is required to successfully perform all of his services, duties and work hereunder or as agreed to between the parties or as required by law or regulation.

5. **Compensation.** The Board shall compensate the Contractor on a time and material basis, in an aggregate amount not to exceed \$30,800.00. Contractor shall be compensated at the rate of \$20.00 per hour for the services of Contractor's contract administrator. The rates of other employees of the Contractor who may assist in this matter range from \$NA to NA per hour, depending upon experience. Contractor shall not be entitled to compensation for travel time.

This Agreement (check one) IS or IS Not funded in whole or part with federal Funds. If this Agreement is to be funded in whole or part with Federal funds, then the

additional terms and conditions contained in Exhibit "B" apply, which are incorporated herein by reference.

Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, travel time, printed library materials, use of the Contractor's courier for local deliveries, word processing, medical summaries, clerical or secretarial services are overhead and will not be separately compensated. In-house copying charges in excess of \$100.00 per month (at \$.15 per page) shall be considered non-routine and shall be reimbursable.

Billable hours shall be measured in 6 minute increments. Compensation of hours will be for actual time spent providing services to the Board.

Premium rates will not be paid for overtime work.

6. Financial Matters.

A. **Invoices.** The Board shall be billed monthly. Each statement for fees and costs shall be in a format that includes, at a minimum, the following information.

- i) Matter name and number, if applicable, or other matter reference.
- ii) Invoice number for the particular bill.
- iii) Inclusive dates of the month covered by the invoice.
- iv) Itemization of the hours billed; a concise meaningful description of the services rendered, with sufficient detail to enable the Board to evaluate the services rendered and costs; the person(s) who performed the services for each day being billed; and their hourly rate as specified herein.
- v) A listing of all invoiced costs to be reimbursed. Invoiced costs must be accompanied by copies of actual receipts.
- vi) The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
- vii) Any other information as may reasonably be requested by the Superintendent.
- viii) Contractor acknowledges that they shall be paid monthly.

B. **Audits.** Contractor may be subject to an audit by the Board at any time. The Board will provide the Contractor at least a two week notice if an audit is requested. There is a mutual obligation of the Board and Contractor to monitor amounts expended under this contract and notify either party when the amount to be expended is different than the actual contract amount agreed to in this Agreement. The Contractor hereby acknowledges that any contract amount

overages will need Board approval per School Board Policy 6320 prior to any contract amount overages being expended.

7. **Relation of the Parties.** The Board retains the Contractor only for the purposes and to the extent set forth in this Agreement and the Contractor's relationship to the Board shall, during the term of this Agreement, be that of an Independent Contractor. The Board shall not withhold, from sums becoming payable to the Contractor hereunder, any amounts for State or Federal Income Tax, FICA (Social Security) Taxes, Florida Retirement System (FRS) or similar such employer obligations during the term of this Agreement. The Contractor shall be free to dispose of such portions of his entire time, energy and skill as he is not obligated to devote hereunder to the Board in such manner, as he deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Board pertaining to or in connection with any health, pension, bonus, or other benefit extended to the Board's employees.

8. **Insurance.**

A. **Commercial General Liability Insurance.** Except as otherwise provided, the Commercial General Liability Insurance provided by the Contractor shall conform to the requirements set forth.

i) The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence/Two Million (\$2,000,000) annual aggregate.

B. **Professional Liability Insurance.** If included with the scope of services reflected in Exhibit "A", the Contractor shall provide, subject to reasonable commercial availability, Professional Liability Insurance conforming to the following requirements:

i) The insurance shall be subject to a maximum deductible not to exceed Twenty-five Thousand (\$25,000) Dollars per claim.

ii) The minimum limits to be maintained (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, Two Million (\$2,000,000) annual aggregate.

iii) For policies written on a Claims Made Basis, Contractor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form or there is a change in retroactive date, Contractor must purchase an extended reporting period rider/coverage during the life of this contract of not less than 3 years.

- C. **Automobile Liability Insurance.** Should Contractor be driving onto to school grounds in order to perform the services in this contract, then Contractor must carry liability limits that are acceptable to Board's Risk Management Department.
- D. **Additional Insured.** All insurance policies set forth in this contract, except for workers compensation and professional liability (if not permitted by the insurance carrier) above shall name the School District, it Officers, Board Members, Employees, and Agents as an additional insured.
- E. **Worker's Compensation.** As required by law, must comply with Chapter 440, F.S., Workers Compensation and all other applicable law(s). The minimum amount of coverage for those coverages customarily insured under Part Two (Employers' Liability) of the standard Workers' Compensation Policy shall be \$500,000 per accident, \$500,000 per disease and \$500,000 in the aggregate per employee.

9. **Indemnification.** The Contractor hereby assumes, releases and agrees to indemnify, defend, protect and save Board harmless from and against any loss of and/or damage to the property of Contractor, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from negligence or willful misconduct of Contractor, its employees, agents or independent contractors.

10. **Fingerprinting.** Contractor shall require all individuals assigned employed under this Agreement to meet all federal, state and local requirements including requirements of the Board for working with students. Contractor shall require all employees to submit to an FDLE background check prior to assignment. Employees found through the background screening process or otherwise to have been convicted of a crime involving moral turpitude shall not be assigned in any role allowing direct contact with students.

The Contractor will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by requiring each of its employees, agents and representatives who provide services under this agreement to complete the fingerprint screening prior to entering any of the District's school at a time when students may be present. Contractor shall contact the District's Personnel Department at 772-219-1200 ext. 30242 to schedule an appointment for screening. The fingerprint screening must be completed in advance of the Contractor, employee, agent or representative providing any services. The Contractor will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32 and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. The Contractor will provide the District a list of its employees. Contractor will update these lists in the event that any new employees are added and Contractor agrees that new employees shall be fingerprinted. Contractor agrees that in the event any employee is convicted of a criminal offense, the Contractor will notify the District within forty-eight hours.

The parties agree that in the event that the Contractor fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the District,

its officers and employees from any liability whatsoever resulting from Contractor failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

11. **Confidentiality.** In the course of providing services under this Agreement, Contractor may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with the Board; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

- A. The Board and Contractor agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that Contractor will immediately inform the Board of such request in writing if allowed by law or judicial and/or administrative order. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the Board. Contractor shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by Contractor shall be provided to the Board. It shall be the Board's sole responsibility to respond to requests for data or information received by Contractor regarding School District data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of Confidential Information, Contractor shall provide immediate notification to the Board of its receipt of such court order or lawfully issued subpoena and shall immediately provide the Board with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
- B. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Agreement may, at the Board's discretion, result in cancellation of this Agreement and the eligibility for Contractor to receive any information from the Board for a period of not less than five (5) years. In addition, Contractor agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by the Board as a direct result of such breach.
- C. In the event that a security breach of its systems or processes exposes the Board's Confidential Information to a third party, Contractor will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to the Board.

- D. Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all Confidential Information received from the Board upon, and in accordance with, direction from the Board. Contractor shall not retain copies of any data or information received from the Board once the Board has directed Contractor as to how such information shall be returned to the Board and/or destroyed. Furthermore, Contractor shall ensure that they dispose of any and all data or information received from the Board in a Board-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- E. The provisions of this section shall survive termination of this Agreement.

12. **Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with his independent and professional judgment. The Contractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade, business, or profession. This Agreement shall be subject to all rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong, to all Board rules, and to the laws and regulations governing the practice of the Contractor's trade, business, or profession in this State.

13. **Termination.** Either party upon five (5) business days written notice may normally terminate this Agreement at any time, with or without cause. However, the Board specifically reserves the right to terminate this agreement immediately upon receipt of information believed by the Board to so warrant immediate termination.

14. **Income Tax or Employee Designation.** In the event that the Internal Revenue Service (IRS) should determine that the Contractor, according to IRS guidelines, is an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon. Additionally, if the Contractor is otherwise deemed an employee (e.g., Florida Retirement System), the Contractor herein acknowledges that all payments to the Contractor are gross payments, and the Contractor is responsible for all contributions required of the Board for its employees. To the extent the Board pays such contributions as herein articulated, on behalf of the Contractor, the Contractor specifically and knowingly agrees to indemnify and otherwise make whole the Board for any and all such contributions so paid by the Board.

15. **Supplies, Tools, Materials.** Except as specifically provided herein, the Contractor is responsible for supplying all supplies, tools, and materials necessary to perform all duties as delineated herein.

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign

immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of Section 768.28, Florida Statutes.

17. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

18. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

19. **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Except as otherwise expressly provided herein, each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

20. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

21. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

22. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

23. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

24. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

25. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Nineteenth Judicial Circuit of Martin County, Florida.

26. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

27. **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the Board.

28. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

29. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

30. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board: Superintendent of Schools
The School Board of Martin County, Florida
500 E. Ocean Blvd.
Stuart, Florida 34994

With a Copy to:

Mollye Kiss
Name of District Representative
500 East Ocean blvd
Address
Stuart, FL 34994
Address

To [*Insert Name*]:

Name of Other Party
Address
Address

With a Copy to:

Name to be Provided by Other Party
Address
Address

31. **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

32. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

33. **Excess Funds.** Any party receiving funds paid by the Board under this Agreement agrees to promptly notify the Board of any funds erroneously received from the Board upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the Board with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the Board.

34. **Fiscal Non-Appropriations Clause.** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CONTRACTOR

Cherie Mault
Name: Cherie Mault
Date:

THE SCHOOL BOARD OF
MARTIN COUNTY, FLORIDA

Attest:

Name: Susan J. Hershey
Date:

Nancy Kline, Superintendent

FRAUD STATEMENT

The Contractor acknowledges that any person who knowingly and with intent to injure, defraud or deceive the Martin County School District may be guilty of a criminal offense.

CONTRACTOR

Cherie Mault
Name: Cherie Mault
Date:

Exhibit "A"

Scope of Services

Contractor shall provide all labor, materials, equipment, products, consumables and services as are required to fulfill the School Board's needs set forth below:

1. Contractor Name	Cherie Mault
2. Contractor Address	PO Box 794 Jensen Beach, FL 34958
3. Dates of Service	7/30/12 to 6/7/2013
4. Hours Per Day of Service	7.5 hours day
5. Number of Children Served	359 or more
6. Number of Adults Served	5 to 20
7. General Type of Services	Therapist for Augmentative Assisted Technology
8. Products to be Delivered (# and type)	loading programs, Training students/staff/parents in the us of programs and communication devices , inventory of equipment
9. Time of Delivery	during school day/ open house/ student home
10. Publications to be Delivered (# and type)	NA
11. Time of Delivery	NA
12. Other Deliverables	NA
13. Time of Delivery	
14. Reporting Requirements	Reports to Coordinator of ESE Mollye Kiss and Judy Walters Program Specialist
15. Other Services	As directed

Exhibit "B"

1. **Access To Records** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcriptions.
2. **Records Retention** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the Board makes final payments and all other pending matters are closed.
3. **Clean Air Act** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).
4. **Energy Efficiency** (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).
5. **Suspension and Debarment.** In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).
6. **Equal Employment Opportunity** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).
7. **Copeland "Anti-Kickback" Act** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).
8. **Davis-Bacon Act** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program

legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

9. **Contract Work Hours & Safety Standards Act** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

**THE SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 25th day of May, 2012 by and between The School Board of Martin County, Florida, with offices at 500 East Ocean Boulevard, Stuart, Florida 34994, hereinafter referred to as the "Board", and HELENE MESSINA, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Board desires to enter into this Agreement with the Contractor, providing, among other things, for Contractor's services to the Board; and

WHEREAS, the Contractor desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

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ii) The minimum limits to be maintained (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, Two Million (\$2,000,000) annual aggregate.

iii) For policies written on a Claims Made Basis, Contractor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form or there is a change in retroactive date, Contractor must purchase an extended reporting period rider/coverage during the life of this contract of not less than 3 years.

- C. Automobile Liability Insurance. Should Contractor be driving onto to school grounds in order to perform the services in this contract, then Contractor must carry liability limits that are acceptable to Board's Risk Management Department.
- D. Additional Insured. All insurance policies set forth in this contract, except for workers compensation and professional liability (if not permitted by the insurance carrier) above shall name the School District, it Officers, Board Members, Employees, and Agents as an additional insured.
- E. Worker's Compensation. As required by law, must comply with Chapter 440, F.S., Workers Compensation and all other applicable law(s). The minimum amount of coverage for those coverages customarily insured under Part Two (Employers' Liability) of the standard Workers' Compensation Policy shall be \$500,000 per accident, \$500,000 per disease and \$500,000 in the aggregate per employee.

9. **Indemnification.** The Contractor hereby assumes, releases and agrees to indemnify, defend, protect and save Board harmless from and against any loss of and/or damage to the property of Contractor, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from negligence or willful misconduct of Contractor, its employees, agents or independent contractors.

10. **Fingerprinting.** Contractor shall require all individuals assigned employed under this Agreement to meet all federal, state and local requirements including requirements of the Board for working with students. Contractor shall require all employees to submit to an FDLE background check prior to assignment. Employees found through the background screening process or otherwise to have been convicted of a crime involving moral turpitude shall not be assigned in any role allowing direct contact with students.

The Contractor will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by requiring each of its employees, agents and representatives who provide services under this agreement to complete the fingerprint screening prior to entering any of the District's school at a time when students may be present. Contractor shall contact the District's Personnel Department at 772-219-1200 ext. 30242 to schedule an appointment for screening. The fingerprint screening must be completed in advance of the Contractor, employee, agent or representative providing any services. The Contractor will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32 and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. The Contractor will provide the District a list of its employees. Contractor will update these lists in the event that any new employees are added and Contractor agrees that new employees shall be fingerprinted. Contractor agrees that in the event any employee is convicted of a criminal offense, the Contractor will notify the District within forty-eight hours.

The parties agree that in the event that the Contractor fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the District,

its officers and employees from any liability whatsoever resulting from Contractor failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

11. **Confidentiality.** In the course of providing services under this Agreement, Contractor may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with the Board; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

- A. The Board and Contractor agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that Contractor will immediately inform the Board of such request in writing if allowed by law or judicial and/or administrative order. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the Board. Contractor shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by Contractor shall be provided to the Board. It shall be the Board's sole responsibility to respond to requests for data or information received by Contractor regarding School District data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of Confidential Information, Contractor shall provide immediate notification to the Board of its receipt of such court order or lawfully issued subpoena and shall immediately provide the Board with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
- B. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Agreement may, at the Board's discretion, result in cancellation of this Agreement and the eligibility for Contractor to receive any information from the Board for a period of not less than five (5) years. In addition, Contractor agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by the Board as a direct result of such breach.
- C. In the event that a security breach of its systems or processes exposes the Board's Confidential Information to a third party, Contractor will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to the Board.

- D. Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all Confidential Information received from the Board upon, and in accordance with, direction from the Board. Contractor shall not retain copies of any data or information received from the Board once the Board has directed Contractor as to how such information shall be returned to the Board and/or destroyed. Furthermore, Contractor shall ensure that they dispose of any and all data or information received from the Board in a Board-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- E. The provisions of this section shall survive termination of this Agreement.

12. **Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with his independent and professional judgment. The Contractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade, business, or profession. This Agreement shall be subject to all rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong, to all Board rules, and to the laws and regulations governing the practice of the Contractor's trade, business, or profession in this State.

13. **Termination.** Either party upon five (5) business days written notice may normally terminate this Agreement at any time, with or without cause. However, the Board specifically reserves the right to terminate this agreement immediately upon receipt of information believed by the Board to so warrant immediate termination.

14. **Income Tax or Employee Designation.** In the event that the Internal Revenue Service (IRS) should determine that the Contractor, according to IRS guidelines, is an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon. Additionally, if the Contractor is otherwise deemed an employee (e.g., Florida Retirement System), the Contractor herein acknowledges that all payments to the Contractor are gross payments, and the Contractor is responsible for all contributions required of the Board for its employees. To the extent the Board pays such contributions as herein articulated, on behalf of the Contractor, the Contractor specifically and knowingly agrees to indemnify and otherwise make whole the Board for any and all such contributions so paid by the Board.

15. **Supplies, Tools, Materials.** Except as specifically provided herein, the Contractor is responsible for supplying all supplies, tools, and materials necessary to perform all duties as delineated herein.

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign

immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of Section 768.28, Florida Statutes.

17. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

18. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

19. **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Except as otherwise expressly provided herein, each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

20. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

21. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

22. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

23. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

With a Copy to:

Mollye Kiss
Name of District Representative
500 East Ocean blvd
Address
Stuart, FL 34994
Address

To [*Insert Name*]:

Name of Other Party
Address
Address

With a Copy to:

Name to be Provided by Other Party
Address
Address

31. **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

32. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

33. **Excess Funds.** Any party receiving funds paid by the Board under this Agreement agrees to promptly notify the Board of any funds erroneously received from the Board upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the Board with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the Board.

34. **Fiscal Non-Appropriations Clause.** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CONTRACTOR

Helene Messina
Name: Helene Messina
Date:

THE SCHOOL BOARD OF
MARTIN COUNTY, FLORIDA

Attest:

Susan J. Hershey
Name: Susan J. Hershey
Date:

Nancy Kline, Superintendent

FRAUD STATEMENT

The Contractor acknowledges that any person who knowingly and with intent to injure, defraud or deceive the Martin County School District may be guilty of a criminal offense.

CONTRACTOR

Helene Messina
Name: Helene Messina
Date:

Exhibit "A"

Scope of Services

Contractor shall provide all labor, materials, equipment, products, consumables and services as are required to fulfill the School Board's needs set forth below:

1. Contractor Name	Helene Messina
2. Contractor Address	PO Box 794 Jensen Beach, FL 34958
3. Dates of Service	7/30/12 to 6/7/2013
4. Hours Per Day of Service	7.5 hours day
5. Number of Children Served	359 or more
6. Number of Adults Served	5 to 20
7. General Type of Services	Therapist for Augmentative Assisted Technology
8. Products to be Delivered (# and type)	loading programs, Training students/staff/parents in the us of programs and communication devices , inventory of equipment
9. Time of Delivery	during school day/ open house/ student home
10. Publications to be Delivered (# and type)	NA
11. Time of Delivery	NA
12. Other Deliverables	NA
13. Time of Delivery	
14. Reporting Requirements	Reports to Coordinator of ESE Mollye Kiss and Judy Walters Program Specialist
15. Other Services	As directed

Exhibit "B"

1. **Access To Records** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcriptions.
2. **Records Retention** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the Board makes final payments and all other pending matters are closed.
3. **Clean Air Act** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).
4. **Energy Efficiency** (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).
5. **Suspension and Debarment.** In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).
6. **Equal Employment Opportunity** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).
7. **Copeland "Anti-Kickback" Act** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).
8. **Davis-Bacon Act** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program

legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

9. **Contract Work Hours & Safety Standards Act (34 CFR 80.36(i)(6)):** All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).



School Board of Martin County
Agenda Item Request Form
Board Meeting: 7/17/2012

Agenda Item # 11.04

1. AGENDA ITEM: Independent Contract agreement for Jean Blank Physical Therapist
X appropriate box(s): [] New [X] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION: This agreement is for a Physical Therapy Services. Mrs. Blank will be providing consultative, direct instruction. Evaluation and IEP development for eligible students. Ms. Blank also attends all IEP/Parent meetings. She is paid \$50.00 per hour not to exceed \$28,000.00
Mrs. Blank is also the PT assigned as part of the Augmentative Assistive Technology (AT) team. She provides support to students who need AT services to support their educational needs at all school sites. She is paid at a rate of \$50.00 per hour not to exceed \$42,000.00
The total number of direct service PT minutes is collected throughout the year, as well as the number of minutes for additional responsibilities that the therapist has as a PT/AT Therapist. This is to ensure that adequate services are provided as indicated on student's IEPs and as required by State Regulations.
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [X] YES [] NO
Is funding provided in approved budget? [X] YES [] NO
What additional funding is required? Indicate Amount \$ 28,000.00 General
Source: \$ 42,000.00 IDEA Grant

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Mollie Kiss (Type or Print Name) Mollie Kiss (Signature)
Director/Principal: Mollie Kiss (Type or Print Name) Mollie Kiss (Signature)
Exec. Director or Asst. Superintendent: Dr. Frank Raffone (Type or Print Name) Frank Raffone (Signature)
Finance Review: Bryan Thabit (Type or Print Name) Bryan Thabit (Signature)
Legal Review: (Type or Print Name) (Signature)

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

**THE SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 18 day of June, 2012 by and between The School Board of Martin County, Florida, with offices at 500 East Ocean Boulevard, Stuart, Florida 34994, hereinafter referred to as the "Board", and JEAN BLANK, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Board desires to enter into this Agreement with the Contractor, providing, among other things, for Contractor's services to the Board; and

WHEREAS, the Contractor desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** The Board shall retain the Contractor and the Contractor shall provide all labor, material and services required to provide the scope of services described on Exhibit "A" to the Board upon the terms and conditions hereinafter set forth.

2. **Term.** The term of this Agreement shall commence on or about the 8th day of August 2012, and terminate on or about the 30th day of June 2013, unless terminated prior to that date as set out hereinafter.

3. **Duties of Contractor.** During the period of this Agreement, the Contractor shall have the full and complete obligation and responsibility for the performance of the services, duties and work described in the attached Exhibit "A" for the Board and the Contractor shall be obligated to the Board for the performance of all such services, duties and work.

4. **Time Requirements.** The Contractor shall devote, during the term of this Agreement, such of his time, energy, and skill as is required to successfully perform all of his services, duties and work hereunder or as agreed to between the parties or as required by law or regulation.

5. **Compensation.** The Board shall compensate the Contractor on a time and material basis, in an aggregate amount not to exceed \$70,000.00. Contractor shall be compensated at the rate of \$50.00 per hour for the services of Contractor's contract administrator. The rates of other employees of the Contractor who may assist in this matter range from \$NA to NA per hour, depending upon experience. Contractor shall not be entitled to compensation for travel time.

This Agreement (check one) IS or IS Not funded in whole or part with federal Funds. If this Agreement is to be funded in whole or part with Federal funds, then the

additional terms and conditions contained in Exhibit "B" apply, which are incorporated herein by reference.

Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, travel time, printed library materials, use of the Contractor's courier for local deliveries, word processing, medical summaries, clerical or secretarial services are overhead and will not be separately compensated. In-house copying charges in excess of \$100.00 per month (at \$.15 per page) shall be considered non-routine and shall be reimbursable.

Billable hours shall be measured in 6 minute increments. Compensation of hours will be for actual time spent providing services to the Board.

Premium rates will not be paid for overtime work.

6. Financial Matters.

A. **Invoices.** The Board shall be billed monthly. Each statement for fees and costs shall be in a format that includes, at a minimum, the following information.

- i) Matter name and number, if applicable, or other matter reference.
- ii) Invoice number for the particular bill.
- iii) Inclusive dates of the month covered by the invoice.
- iv) Itemization of the hours billed; a concise meaningful description of the services rendered, with sufficient detail to enable the Board to evaluate the services rendered and costs; the person(s) who performed the services for each day being billed; and their hourly rate as specified herein.
- v) A listing of all invoiced costs to be reimbursed. Invoiced costs must be accompanied by copies of actual receipts.
- vi) The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
- vii) Any other information as may reasonably be requested by the Superintendent.
- viii) Contractor acknowledges that they shall be paid monthly.

B. **Audits.** Contractor may be subject to an audit by the Board at any time. The Board will provide the Contractor at least a two week notice if an audit is requested. There is a mutual obligation of the Board and Contractor to monitor amounts expended under this contract and notify either party when the amount to be expended is different than the actual contract amount agreed to in this Agreement. The Contractor hereby acknowledges that any contract amount

overages will need Board approval per School Board Policy 6320 prior to any contract amount overages being expended.

7. **Relation of the Parties.** The Board retains the Contractor only for the purposes and to the extent set forth in this Agreement and the Contractor's relationship to the Board shall, during the term of this Agreement, be that of an Independent Contractor. The Board shall not withhold, from sums becoming payable to the Contractor hereunder, any amounts for State or Federal Income Tax, FICA (Social Security) Taxes, Florida Retirement System (FRS) or similar such employer obligations during the term of this Agreement. The Contractor shall be free to dispose of such portions of his entire time, energy and skill as he is not obligated to devote hereunder to the Board in such manner, as he deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Board pertaining to or in connection with any health, pension, bonus, or other benefit extended to the Board's employees.

8. **Insurance.**

A. **Commercial General Liability Insurance.** Except as otherwise provided, the Commercial General Liability Insurance provided by the Contractor shall conform to the requirements set forth.

i) The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence/Two Million (\$2,000,000) annual aggregate.

B. **Professional Liability Insurance.** If included with the scope of services reflected in Exhibit "A", the Contractor shall provide, subject to reasonable commercial availability, Professional Liability Insurance conforming to the following requirements:

i) The insurance shall be subject to a maximum deductible not to exceed Twenty-five Thousand (\$25,000) Dollars per claim.

ii) The minimum limits to be maintained (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, Two Million (\$2,000,000) annual aggregate.

iii) For policies written on a Claims Made Basis, Contractor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form or there is a change in retroactive date, Contractor must purchase an extended reporting period rider/coverage during the life of this contract of not less than 3 years.

- C. Automobile Liability Insurance. Should Contractor be driving onto to school grounds in order to perform the services in this contract, then Contractor must carry liability limits that are acceptable to Board's Risk Management Department.
- D. Additional Insured. All insurance policies set forth in this contract, except for workers compensation and professional liability (if not permitted by the insurance carrier) above shall name the School District, it Officers, Board Members, Employees, and Agents as an additional insured.
- E. Worker's Compensation. As required by law, must comply with Chapter 440, F.S., Workers Compensation and all other applicable law(s). The minimum amount of coverage for those coverages customarily insured under Part Two (Employers' Liability) of the standard Workers' Compensation Policy shall be \$500,000 per accident, \$500,000 per disease and \$500,000 in the aggregate per employee.

9. **Indemnification.** The Contractor hereby assumes, releases and agrees to indemnify, defend, protect and save Board harmless from and against any loss of and/or damage to the property of Contractor, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from negligence or willful misconduct of Contractor, its employees, agents or independent contractors.

10. **Fingerprinting.** Contractor shall require all individuals assigned employed under this Agreement to meet all federal, state and local requirements including requirements of the Board for working with students. Contractor shall require all employees to submit to an FDLE background check prior to assignment. Employees found through the background screening process or otherwise to have been convicted of a crime involving moral turpitude shall not be assigned in any role allowing direct contact with students.

The Contractor will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by requiring each of its employees, agents and representatives who provide services under this agreement to complete the fingerprint screening prior to entering any of the District's school at a time when students may be present. Contractor shall contact the District's Personnel Department at 772-219-1200 ext. 30242 to schedule an appointment for screening. The fingerprint screening must be completed in advance of the Contractor, employee, agent or representative providing any services. The Contractor will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32 and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. The Contractor will provide the District a list of its employees. Contractor will update these lists in the event that any new employees are added and Contractor agrees that new employees shall be fingerprinted. Contractor agrees that in the event any employee is convicted of a criminal offense, the Contractor will notify the District within forty-eight hours.

The parties agree that in the event that the Contractor fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the District,

its officers and employees from any liability whatsoever resulting from Contractor failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

11. **Confidentiality.** In the course of providing services under this Agreement, Contractor may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with the Board; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act (“HIPAA”), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as “Confidential Information”). Such Confidential Information shall not be disclosed or shared with any third-party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

- A. The Board and Contractor agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that Contractor will immediately inform the Board of such request in writing if allowed by law or judicial and/or administrative order. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the Board. Contractor shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by Contractor shall be provided to the Board. It shall be the Board’s sole responsibility to respond to requests for data or information received by Contractor regarding School District data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of Confidential Information, Contractor shall provide immediate notification to the Board of its receipt of such court order or lawfully issued subpoena and shall immediately provide the Board with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
- B. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Agreement may, at the Board’s discretion, result in cancellation of this Agreement and the eligibility for Contractor to receive any information from the Board for a period of not less than five (5) years. In addition, Contractor agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by the Board as a direct result of such breach.
- C. In the event that a security breach of its systems or processes exposes the Board’s Confidential Information to a third party, Contractor will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to the Board.

D. Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all Confidential Information received from the Board upon, and in accordance with, direction from the Board. Contractor shall not retain copies of any data or information received from the Board once the Board has directed Contractor as to how such information shall be returned to the Board and/or destroyed. Furthermore, Contractor shall ensure that they dispose of any and all data or information received from the Board in a Board-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

E. The provisions of this section shall survive termination of this Agreement.

12. **Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with his independent and professional judgment. The Contractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade, business, or profession. This Agreement shall be subject to all rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong, to all Board rules, and to the laws and regulations governing the practice of the Contractor's trade, business, or profession in this State.

13. **Termination.** Either party upon five (5) business days written notice may normally terminate this Agreement at any time, with or without cause. However, the Board specifically reserves the right to terminate this agreement immediately upon receipt of information believed by the Board to so warrant immediate termination.

14. **Income Tax or Employee Designation.** In the event that the Internal Revenue Service (IRS) should determine that the Contractor, according to IRS guidelines, is an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon. Additionally, if the Contractor is otherwise deemed an employee (e.g., Florida Retirement System), the Contractor herein acknowledges that all payments to the Contractor are gross payments, and the Contractor is responsible for all contributions required of the Board for its employees. To the extent the Board pays such contributions as herein articulated, on behalf of the Contractor, the Contractor specifically and knowingly agrees to indemnify and otherwise make whole the Board for any and all such contributions so paid by the Board.

15. **Supplies, Tools, Materials.** Except as specifically provided herein, the Contractor is responsible for supplying all supplies, tools, and materials necessary to perform all duties as delineated herein.

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign

immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of Section 768.28, Florida Statutes.

17. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

18. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

19. **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Except as otherwise expressly provided herein, each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

20. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

21. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

22. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

23. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

24. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

25. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Nineteenth Judicial Circuit of Martin County, Florida.

26. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

27. **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the Board.

28. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

29. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

30. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board:	Superintendent of Schools The School Board of Martin County, Florida 500 E. Ocean Blvd. Stuart, Florida 34994
------------------	--

With a Copy to: Moliye Kiss / Coordinator of ESE
Name of District Representative
500 East Ocean Blvd.
Address
Stuart, FL 34994
Address

To [*Insert Name*]: _____
Name of Other Party

Address

Address

With a Copy to: _____
Name to be Provided by Other Party

Address

Address

31. **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

32. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

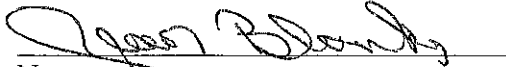
33. **Excess Funds.** Any party receiving funds paid by the Board under this Agreement agrees to promptly notify the Board of any funds erroneously received from the Board upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the Board with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the Board.

34. **Fiscal Non-Appropriations Clause.** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CONTRACTOR



Name: Jean Blank

Date:

THE SCHOOL BOARD OF
MARTIN COUNTY, FLORIDA

Attest:

Name: Susan J. Hershey

Date:

Nancy Kline, Superintendent

FRAUD STATEMENT

The Contractor acknowledges that any person who knowingly and with intent to injure, defraud or deceive the Martin County School District may be guilty of a criminal offense.

CONTRACTOR



Name: Jean Blank

Date:

Exhibit "A"

Scope of Services

Contractor shall provide all labor, materials, equipment, products, consumables and services as are required to fulfill the School Board's needs set forth below:

1. Contractor Name	Jean Blank
2. Contractor Address	766 SE River Lane Pt. St. Lucie, FO 34983
3. Dates of Service	8/8/2012 to 6/30/2010
4. Hours Per Day of Service	2 days 8 hrs per day PT / 3 days X8 hrs for 3 days
5. Number of Children Served	26 PT / 400 AT or any student needed technology
6. Number of Adults Served	NA
7. General Type of Services	Physical Therapy / Assistive Technology
8. Products to be Delivered (# and type)	Direct/Indirect and Consultation for PT services PT assigned as part of the Assistive Technology Team
9. Time of Delivery	during school day and open house
10. Publications to be Delivered (# and type)	NA
11. Time of Delivery	NA
12. Other Deliverables	Attend IEP meetings
13. Time of Delivery	during school hours and after school if needed
14. Reporting Requirements	reports to Coordinator of ESE and Program Specialist assigned to OT/PT and AT
15. Other Services	

Exhibit "B"

1. **Access To Records** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcriptions.
2. **Records Retention** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the Board makes final payments and all other pending matters are closed.
3. **Clean Air Act** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).
4. **Energy Efficiency** (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).
5. **Suspension and Debarment.** In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).
6. **Equal Employment Opportunity** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).
7. **Copeland "Anti-Kickback" Act** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).
8. **Davis-Bacon Act** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program

legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

9. **Contract Work Hours & Safety Standards Act** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).



School Board of Martin County
Agenda Item Request Form
Board Meeting: 7/17/2012

Agenda Item # 11.05

1. AGENDA ITEM: Independent Contract Agreement for Julie Banasiak Speech/Language Therapist
X appropriate box(s): [] New [X] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION: This agreement is for a Speech/Language Therapist who will be providing direct instruction, observations, evaluation, and IEP development for students.
3. FINANCIAL IMPACT: Is there a financial impact (Finance Review Required)? [X] YES [] NO
Is funding provided in approved budget? [X] YES [] NO
What additional funding is required? Indicate Amount \$37,500.00
Source: [] General []

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Mollye Kiss (Type or Print Name) Mollye Kiss (Signature)
Director/Principal: Mollye Kiss (Type or Print Name) Mollye Kiss (Signature)
Exec. Director or Asst. Superintendent: Dr. Frank Raffone (Type or Print Name) Frank Raffone (Signature)
Finance Review: Bryan Thabit (Type or Print Name) Bryan Thabit (Signature)
Legal Review: (Type or Print Name) (Signature)

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

**THE SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 18th day of JUNE, 2012 by and between The School Board of Martin County, Florida, with offices at 500 East Ocean Boulevard, Stuart, Florida 34994, hereinafter referred to as the "Board", and JULIE BANASIAK, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Board desires to enter into this Agreement with the Contractor, providing, among other things, for Contractor's services to the Board; and

WHEREAS, the Contractor desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** The Board shall retain the Contractor and the Contractor shall provide all labor, material and services required to provide the scope of services described on Exhibit "A" to the Board upon the terms and conditions hereinafter set forth.

2. **Term.** The term of this Agreement shall commence on or about the 8TH day of AUGUST 2012, and terminate on or about the 31 day of MAY 2013, unless terminated prior to that date as set out hereinafter.

3. **Duties of Contractor.** During the period of this Agreement, the Contractor shall have the full and complete obligation and responsibility for the performance of the services, duties and work described in the attached Exhibit "A" for the Board and the Contractor shall be obligated to the Board for the performance of all such services, duties and work.

4. **Time Requirements.** The Contractor shall devote, during the term of this Agreement, such of his time, energy, and skill as is required to successfully perform all of his services, duties and work hereunder or as agreed to between the parties or as required by law or regulation.

5. **Compensation.** The Board shall compensate the Contractor on a time and material basis, in an aggregate amount not to exceed \$37,500.00. Contractor shall be compensated at the rate of \$50.00 per hour for the services of Contractor's contract administrator. The rates of other employees of the Contractor who may assist in this matter range from \$NA to NA per hour, depending upon experience. Contractor shall not be entitled to compensation for travel time.

This Agreement (check one) IS or IS Not funded in whole or part with federal Funds. If this Agreement is to be funded in whole or part with Federal funds, then the

additional terms and conditions contained in Exhibit "B" apply, which are incorporated herein by reference.

Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, travel time, printed library materials, use of the Contractor's courier for local deliveries, word processing, medical summaries, clerical or secretarial services are overhead and will not be separately compensated. In-house copying charges in excess of \$100.00 per month (at \$.15 per page) shall be considered non-routine and shall be reimbursable.

Billable hours shall be measured in 6 minute increments. Compensation of hours will be for actual time spent providing services to the Board.

Premium rates will not be paid for overtime work.

6. **Financial Matters.**

A. **Invoices.** The Board shall be billed monthly. Each statement for fees and costs shall be in a format that includes, at a minimum, the following information.

- i) Matter name and number, if applicable, or other matter reference.
- ii) Invoice number for the particular bill.
- iii) Inclusive dates of the month covered by the invoice.
- iv) Itemization of the hours billed; a concise meaningful description of the services rendered, with sufficient detail to enable the Board to evaluate the services rendered and costs; the person(s) who performed the services for each day being billed; and their hourly rate as specified herein.
- v) A listing of all invoiced costs to be reimbursed. Invoiced costs must be accompanied by copies of actual receipts.
- vi) The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
- vii) Any other information as may reasonably be requested by the Superintendent.
- viii) Contractor acknowledges that they shall be paid monthly.

B. **Audits.** Contractor may be subject to an audit by the Board at any time. The Board will provide the Contractor at least a two week notice if an audit is requested. There is a mutual obligation of the Board and Contractor to monitor amounts expended under this contract and notify either party when the amount to be expended is different than the actual contract amount agreed to in this Agreement. The Contractor hereby acknowledges that any contract amount

overages will need Board approval per School Board Policy 6320 prior to any contract amount overages being expended.

7. **Relation of the Parties.** The Board retains the Contractor only for the purposes and to the extent set forth in this Agreement and the Contractor's relationship to the Board shall, during the term of this Agreement, be that of an Independent Contractor. The Board shall not withhold, from sums becoming payable to the Contractor hereunder, any amounts for State or Federal Income Tax, FICA (Social Security) Taxes, Florida Retirement System (FRS) or similar such employer obligations during the term of this Agreement. The Contractor shall be free to dispose of such portions of his entire time, energy and skill as he is not obligated to devote hereunder to the Board in such manner, as he deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Board pertaining to or in connection with any health, pension, bonus, or other benefit extended to the Board's employees.

8. **Insurance.**

A. **Commercial General Liability Insurance.** Except as otherwise provided, the Commercial General Liability Insurance provided by the Contractor shall conform to the requirements set forth.

i) The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence/Two Million (\$2,000,000) annual aggregate.

B. **Professional Liability Insurance.** If included with the scope of services reflected in Exhibit "A", the Contractor shall provide, subject to reasonable commercial availability, Professional Liability Insurance conforming to the following requirements:

i) The insurance shall be subject to a maximum deductible not to exceed Twenty-five Thousand (\$25,000) Dollars per claim.

ii) The minimum limits to be maintained (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, Two Million (\$2,000,000) annual aggregate.

iii) For policies written on a Claims Made Basis, Contractor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form or there is a change in retroactive date, Contractor must purchase an extended reporting period rider/coverage during the life of this contract of not less than 3 years.

- C. **Automobile Liability Insurance.** Should Contractor be driving onto to school grounds in order to perform the services in this contract, then Contractor must carry liability limits that are acceptable to Board's Risk Management Department.
- D. **Additional Insured.** All insurance policies set forth in this contract, except for workers compensation and professional liability (if not permitted by the insurance carrier) above shall name the School District, it Officers, Board Members, Employees, and Agents as an additional insured.
- E. **Worker's Compensation.** As required by law, must comply with Chapter 440, F.S., Workers Compensation and all other applicable law(s). The minimum amount of coverage for those coverages customarily insured under Part Two (Employers' Liability) of the standard Workers' Compensation Policy shall be \$500,000 per accident, \$500,000 per disease and \$500,000 in the aggregate per employee.

9. **Indemnification.** The Contractor hereby assumes, releases and agrees to indemnify, defend, protect and save Board harmless from and against any loss of and/or damage to the property of Contractor, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from negligence or willful misconduct of Contractor, its employees, agents or independent contractors.

10. **Fingerprinting.** Contractor shall require all individuals assigned employed under this Agreement to meet all federal, state and local requirements including requirements of the Board for working with students. Contractor shall require all employees to submit to an FDLE background check prior to assignment. Employees found through the background screening process or otherwise to have been convicted of a crime involving moral turpitude shall not be assigned in any role allowing direct contact with students.

The Contractor will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by requiring each of its employees, agents and representatives who provide services under this agreement to complete the fingerprint screening prior to entering any of the District's school at a time when students may be present. Contractor shall contact the District's Personnel Department at 772-219-1200 ext. 30242 to schedule an appointment for screening. The fingerprint screening must be completed in advance of the Contractor, employee, agent or representative providing any services. The Contractor will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32 and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. The Contractor will provide the District a list of its employees. Contractor will update these lists in the event that any new employees are added and Contractor agrees that new employees shall be fingerprinted. Contractor agrees that in the event any employee is convicted of a criminal offense, the Contractor will notify the District within forty-eight hours.

The parties agree that in the event that the Contractor fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the District,

its officers and employees from any liability whatsoever resulting from Contractor failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

11. **Confidentiality.** In the course of providing services under this Agreement, Contractor may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with the Board; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

- A. The Board and Contractor agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that Contractor will immediately inform the Board of such request in writing if allowed by law or judicial and/or administrative order. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the Board. Contractor shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by Contractor shall be provided to the Board. It shall be the Board's sole responsibility to respond to requests for data or information received by Contractor regarding School District data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of Confidential Information, Contractor shall provide immediate notification to the Board of its receipt of such court order or lawfully issued subpoena and shall immediately provide the Board with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
- B. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Agreement may, at the Board's discretion, result in cancellation of this Agreement and the eligibility for Contractor to receive any information from the Board for a period of not less than five (5) years. In addition, Contractor agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by the Board as a direct result of such breach.
- C. In the event that a security breach of its systems or processes exposes the Board's Confidential Information to a third party, Contractor will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to the Board.

- D. Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all Confidential Information received from the Board upon, and in accordance with, direction from the Board. Contractor shall not retain copies of any data or information received from the Board once the Board has directed Contractor as to how such information shall be returned to the Board and/or destroyed. Furthermore, Contractor shall ensure that they dispose of any and all data or information received from the Board in a Board-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- E. The provisions of this section shall survive termination of this Agreement.

12. **Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with his independent and professional judgment. The Contractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade, business, or profession. This Agreement shall be subject to all rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong, to all Board rules, and to the laws and regulations governing the practice of the Contractor's trade, business, or profession in this State.

13. **Termination.** Either party upon five (5) business days written notice may normally terminate this Agreement at any time, with or without cause. However, the Board specifically reserves the right to terminate this agreement immediately upon receipt of information believed by the Board to so warrant immediate termination.

14. **Income Tax or Employee Designation.** In the event that the Internal Revenue Service (IRS) should determine that the Contractor, according to IRS guidelines, is an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon. Additionally, if the Contractor is otherwise deemed an employee (e.g., Florida Retirement System), the Contractor herein acknowledges that all payments to the Contractor are gross payments, and the Contractor is responsible for all contributions required of the Board for its employees. To the extent the Board pays such contributions as herein articulated, on behalf of the Contractor, the Contractor specifically and knowingly agrees to indemnify and otherwise make whole the Board for any and all such contributions so paid by the Board.

15. **Supplies, Tools, Materials.** Except as specifically provided herein, the Contractor is responsible for supplying all supplies, tools, and materials necessary to perform all duties as delineated herein.

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immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of Section 768.28, Florida Statutes.

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18. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

19. **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Except as otherwise expressly provided herein, each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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21. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

22. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

23. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

24. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

25. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Nineteenth Judicial Circuit of Martin County, Florida.

26. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

27. **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the Board.

28. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

29. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

30. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board:	Superintendent of Schools The School Board of Martin County, Florida 500 E. Ocean Blvd. Stuart, Florida 34994
------------------	--

With a Copy to:

Mollye Kiss
Name of District Representative
500 East Ocean Blvd
Address
Stuart, FL 34994
Address

To [*Insert Name*]:

Name of Other Party
Address
Address

With a Copy to:

Name to be Provided by Other Party
Address
Address

31. **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

32. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

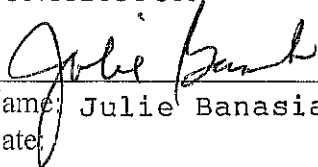
33. **Excess Funds.** Any party receiving funds paid by the Board under this Agreement agrees to promptly notify the Board of any funds erroneously received from the Board upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the Board with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the Board.

34. **Fiscal Non-Appropriations Clause.** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CONTRACTOR


Name: Julie Banasiak
Date:

THE SCHOOL BOARD OF
MARTIN COUNTY, FLORIDA

Attest:

Name: Susan J. Hershey
Date:

Nancy Kline, Superintendent

FRAUD STATEMENT

The Contractor acknowledges that any person who knowingly and with intent to injure, defraud or deceive the Martin County School District may be guilty of a criminal offense.

CONTRACTOR

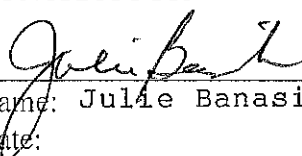

Name: Julie Banasiak
Date:

Exhibit "A"

Scope of Services

Contractor shall provide all labor, materials, equipment, products, consumables and services as are required to fulfill the School Board's needs set forth below:

1. Contractor Name	JULIE BANASIAK
2. Contractor Address	527 NW Ember Way Jensen Beach, FL 34957
3. Dates of Service	8/8/2012 to 5/31/2012
4. Hours Per Day of Service	2.5 days per week at 7.5 hrs
5. Number of Children Served	10 to 50
6. Number of Adults Served	NA
7. General Type of Services	Speech/Language Therapy
8. Products to be Delivered (# and type)	Direct and Indirect Speech Therapy
9. Time of Delivery	during the school day
10. Publications to be Delivered (# and type)	NA
11. Time of Delivery	NA
12. Other Deliverables	NA
13. Time of Delivery	NA
14. Reporting Requirements	reports to Mollye Kiss Coordinator of ESE and Judy Walters Program Specialist
15. Other Services	as assigned

Exhibit "B"

1. **Access To Records** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcriptions.
2. **Records Retention** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the Board makes final payments and all other pending matters are closed.
3. **Clean Air Act** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).
4. **Energy Efficiency** (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).
5. **Suspension and Debarment.** In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).
6. **Equal Employment Opportunity** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).
7. **Copeland "Anti-Kickback" Act** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).
8. **Davis-Bacon Act** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program

legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

9. **Contract Work Hours & Safety Standards Act (34 CFR 80.36(i)(6)):** All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).



School Board of Martin County
Agenda Item Request Form
Board Meeting: 7/17/2012

Agenda Item # 11.06

1. AGENDA ITEM: Independent Contract Agreement for Amy Roselio Speech/Language Therapist
X appropriate box(s): [] New [X] Renewal [] Addenda [] Presentation [] Grant \$ _____
2. BACKGROUND INFO./STAFF RECOMMENDATION: This agreement is for a Speech/Language Therapist who will be providing direct instruction, observations, evaluation, and IEP development for students.
3. FINANCIAL IMPACT: Is there a financial impact (Finance Review Required)? [X] YES [] NO
Is funding provided in approved budget? [X] YES [] NO
What additional funding is required? Indicate Amount \$ 30,000.00
Source: General

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Mollye Kiss
Type or Print Name Signature

Director/Principal: Mollye Kiss
Type or Print Name Signature

Exec. Director or Asst. Superintendent: Dr. Frank Raffone
Type or Print Name Signature

Finance Review: Bryan Thabit
Required if Financial Impact Signature: Melene DiBartolomeo for Bryan Thabit

Legal Review:
Required for Contracts Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

THE SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 18 day of JUNE, 2012 by and between The School Board of Martin County, Florida, with offices at 500 East Ocean Boulevard, Stuart, Florida 34994, hereinafter referred to as the "Board", and AMY ROSELIO, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Board desires to enter into this Agreement with the Contractor, providing, among other things, for Contractor's services to the Board; and

WHEREAS, the Contractor desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** The Board shall retain the Contractor and the Contractor shall provide all labor, material and services required to provide the scope of services described on Exhibit "A" to the Board upon the terms and conditions hereinafter set forth.

2. **Term.** The term of this Agreement shall commence on or about the 8TH day of AUGUST 2012, and terminate on or about the 31ST day of MAY 2013, unless terminated prior to that date as set out hereinafter.

3. **Duties of Contractor.** During the period of this Agreement, the Contractor shall have the full and complete obligation and responsibility for the performance of the services, duties and work described in the attached Exhibit "A" for the Board and the Contractor shall be obligated to the Board for the performance of all such services, duties and work.

4. **Time Requirements.** The Contractor shall devote, during the term of this Agreement, such of his time, energy, and skill as is required to successfully perform all of his services, duties and work hereunder or as agreed to between the parties or as required by law or regulation.

5. **Compensation.** The Board shall compensate the Contractor on a time and material basis, in an aggregate amount not to exceed \$30,000.00. Contractor shall be compensated at the rate of \$50.00 per hour for the services of Contractor's contract administrator. The rates of other employees of the Contractor who may assist in this matter range from \$NA to NA per hour, depending upon experience. Contractor shall not be entitled to compensation for travel time.

This Agreement (check one) IS or IS Not funded in whole or part with federal Funds. If this Agreement is to be funded in whole or part with Federal funds, then the

additional terms and conditions contained in Exhibit "B" apply, which are incorporated herein by reference.

Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, travel time, printed library materials, use of the Contractor's courier for local deliveries, word processing, medical summaries, clerical or secretarial services are overhead and will not be separately compensated. In-house copying charges in excess of \$100.00 per month (at \$.15 per page) shall be considered non-routine and shall be reimbursable.

Billable hours shall be measured in 6 minute increments. Compensation of hours will be for actual time spent providing services to the Board.

Premium rates will not be paid for overtime work.

6. **Financial Matters.**

A. **Invoices.** The Board shall be billed monthly. Each statement for fees and costs shall be in a format that includes, at a minimum, the following information.

- i) Matter name and number, if applicable, or other matter reference.
- ii) Invoice number for the particular bill.
- iii) Inclusive dates of the month covered by the invoice.
- iv) Itemization of the hours billed; a concise meaningful description of the services rendered, with sufficient detail to enable the Board to evaluate the services rendered and costs; the person(s) who performed the services for each day being billed; and their hourly rate as specified herein.
- v) A listing of all invoiced costs to be reimbursed. Invoiced costs must be accompanied by copies of actual receipts.
- vi) The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
- vii) Any other information as may reasonably be requested by the Superintendent.
- viii) Contractor acknowledges that they shall be paid monthly.

B. **Audits.** Contractor may be subject to an audit by the Board at any time. The Board will provide the Contractor at least a two week notice if an audit is requested. There is a mutual obligation of the Board and Contractor to monitor amounts expended under this contract and notify either party when the amount to be expended is different than the actual contract amount agreed to in this Agreement. The Contractor hereby acknowledges that any contract amount

overages will need Board approval per School Board Policy 6320 prior to any contract amount overages being expended.

7. **Relation of the Parties.** The Board retains the Contractor only for the purposes and to the extent set forth in this Agreement and the Contractor's relationship to the Board shall, during the term of this Agreement, be that of an Independent Contractor. The Board shall not withhold, from sums becoming payable to the Contractor hereunder, any amounts for State or Federal Income Tax, FICA (Social Security) Taxes, Florida Retirement System (FRS) or similar such employer obligations during the term of this Agreement. The Contractor shall be free to dispose of such portions of his entire time, energy and skill as he is not obligated to devote hereunder to the Board in such manner, as he deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Board pertaining to or in connection with any health, pension, bonus, or other benefit extended to the Board's employees.

8. **Insurance.**

A. **Commercial General Liability Insurance.** Except as otherwise provided, the Commercial General Liability Insurance provided by the Contractor shall conform to the requirements set forth.

i) The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence/Two Million (\$2,000,000) annual aggregate.

B. **Professional Liability Insurance.** If included with the scope of services reflected in Exhibit "A", the Contractor shall provide, subject to reasonable commercial availability, Professional Liability Insurance conforming to the following requirements:

i) The insurance shall be subject to a maximum deductible not to exceed Twenty-five Thousand (\$25,000) Dollars per claim.

ii) The minimum limits to be maintained (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, Two Million (\$2,000,000) annual aggregate.

iii) For policies written on a Claims Made Basis, Contractor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form or there is a change in retroactive date, Contractor must purchase an extended reporting period rider/coverage during the life of this contract of not less than 3 years.

- C. Automobile Liability Insurance. Should Contractor be driving onto to school grounds in order to perform the services in this contract, then Contractor must carry liability limits that are acceptable to Board's Risk Management Department.
- D. Additional Insured. All insurance policies set forth in this contract, except for workers compensation and professional liability (if not permitted by the insurance carrier) above shall name the School District, it Officers, Board Members, Employees, and Agents as an additional insured.
- E. Worker's Compensation. As required by law, must comply with Chapter 440, F.S., Workers Compensation and all other applicable law(s). The minimum amount of coverage for those coverages customarily insured under Part Two (Employers' Liability) of the standard Workers' Compensation Policy shall be \$500,000 per accident, \$500,000 per disease and \$500,000 in the aggregate per employee.

9. **Indemnification.** The Contractor hereby assumes, releases and agrees to indemnify, defend, protect and save Board harmless from and against any loss of and/or damage to the property of Contractor, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from negligence or willful misconduct of Contractor, its employees, agents or independent contractors.

10. **Fingerprinting.** Contractor shall require all individuals assigned employed under this Agreement to meet all federal, state and local requirements including requirements of the Board for working with students. Contractor shall require all employees to submit to an FDLE background check prior to assignment. Employees found through the background screening process or otherwise to have been convicted of a crime involving moral turpitude shall not be assigned in any role allowing direct contact with students.

The Contractor will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by requiring each of its employees, agents and representatives who provide services under this agreement to complete the fingerprint screening prior to entering any of the District's school at a time when students may be present. Contractor shall contact the District's Personnel Department at 772-219-1200 ext. 30242 to schedule an appointment for screening. The fingerprint screening must be completed in advance of the Contractor, employee, agent or representative providing any services. The Contractor will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32 and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. The Contractor will provide the District a list of its employees. Contractor will update these lists in the event that any new employees are added and Contractor agrees that new employees shall be fingerprinted. Contractor agrees that in the event any employee is convicted of a criminal offense, the Contractor will notify the District within forty-eight hours.

The parties agree that in the event that the Contractor fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the District,

its officers and employees from any liability whatsoever resulting from Contractor failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

11. **Confidentiality.** In the course of providing services under this Agreement, Contractor may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with the Board; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

- A. The Board and Contractor agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that Contractor will immediately inform the Board of such request in writing if allowed by law or judicial and/or administrative order. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the Board. Contractor shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by Contractor shall be provided to the Board. It shall be the Board's sole responsibility to respond to requests for data or information received by Contractor regarding School District data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of Confidential Information, Contractor shall provide immediate notification to the Board of its receipt of such court order or lawfully issued subpoena and shall immediately provide the Board with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
- B. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Agreement may, at the Board's discretion, result in cancellation of this Agreement and the eligibility for Contractor to receive any information from the Board for a period of not less than five (5) years. In addition, Contractor agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by the Board as a direct result of such breach.
- C. In the event that a security breach of its systems or processes exposes the Board's Confidential Information to a third party, Contractor will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to the Board.

D. Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all Confidential Information received from the Board upon, and in accordance with, direction from the Board. Contractor shall not retain copies of any data or information received from the Board once the Board has directed Contractor as to how such information shall be returned to the Board and/or destroyed. Furthermore, Contractor shall ensure that they dispose of any and all data or information received from the Board in a Board-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

E. The provisions of this section shall survive termination of this Agreement.

12. **Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with his independent and professional judgment. The Contractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade, business, or profession. This Agreement shall be subject to all rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong, to all Board rules, and to the laws and regulations governing the practice of the Contractor's trade, business, or profession in this State.

13. **Termination.** Either party upon five (5) business days written notice may normally terminate this Agreement at any time, with or without cause. However, the Board specifically reserves the right to terminate this agreement immediately upon receipt of information believed by the Board to so warrant immediate termination.

14. **Income Tax or Employee Designation.** In the event that the Internal Revenue Service (IRS) should determine that the Contractor, according to IRS guidelines, is an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon. Additionally, if the Contractor is otherwise deemed an employee (e.g., Florida Retirement System), the Contractor herein acknowledges that all payments to the Contractor are gross payments, and the Contractor is responsible for all contributions required of the Board for its employees. To the extent the Board pays such contributions as herein articulated, on behalf of the Contractor, the Contractor specifically and knowingly agrees to indemnify and otherwise make whole the Board for any and all such contributions so paid by the Board.

15. **Supplies, Tools, Materials.** Except as specifically provided herein, the Contractor is responsible for supplying all supplies, tools, and materials necessary to perform all duties as delineated herein.

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign

immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of Section 768.28, Florida Statutes.

17. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

18. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

19. **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Except as otherwise expressly provided herein, each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

20. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

21. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

22. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

23. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

24. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

25. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Nineteenth Judicial Circuit of Martin County, Florida.

26. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

27. **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the Board.

28. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

29. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

30. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board:	Superintendent of Schools The School Board of Martin County, Florida 500 E. Ocean Blvd. Stuart, Florida 34994
------------------	--

With a Copy to:

MOLLYE KISS

Name of District Representative

500 EAST OCEAN BLVD.

Address

STUART, FL 34994

Address

To *[Insert Name]*:

Name of Other Party

Address

Address

With a Copy to:

Name to be Provided by Other Party

Address

Address

31. **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

32. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

33. **Excess Funds.** Any party receiving funds paid by the Board under this Agreement agrees to promptly notify the Board of any funds erroneously received from the Board upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the Board with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the Board.

34. **Fiscal Non-Appropriations Clause.** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CONTRACTOR

Name: Amy Roselio
Date:

THE SCHOOL BOARD OF
MARTIN COUNTY, FLORIDA

Attest:

Name: Susan J. Hershey
Date:

Nancy Kline, Superintendent

FRAUD STATEMENT

The Contractor acknowledges that any person who knowingly and with intent to injure, defraud or deceive the Martin County School District may be guilty of a criminal offense.

CONTRACTOR

Name: Amy Roselio
Date:

Exhibit "A"

Scope of Services

Contractor shall provide all labor, materials, equipment, products, consumables and services as are required to fulfill the School Board's needs set forth below:

1. Contractor Name	AMY ROSELIO
2. Contractor Address	1696 SW Crossings Circle Palm City, FL 34990
3. Dates of Service	8/8/12 to 5/31/2012
4. Hours Per Day of Service	7.5 hours per day 2 days per week
5. Number of Children Served	20 to 35
6. Number of Adults Served	NA
7. General Type of Services	SPEECH/LANGUAGE THERAPY
8. Products to be Delivered (# and type)	direct and indirect Speech/Language Therapy
9. Time of Delivery	During school hours
10. Publications to be Delivered (# and type)	NA
11. Time of Delivery	NA
12. Other Deliverables	NA
13. Time of Delivery	NA
14. Reporting Requirements	report to Mollie Kiss Coordinator of ESE and Judy Walters Program Specialist
15. Other Services	NA

Exhibit "B"

1. **Access To Records** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcriptions.
2. **Records Retention** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the Board makes final payments and all other pending matters are closed.
3. **Clean Air Act** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).
4. **Energy Efficiency** (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).
5. **Suspension and Debarment**. In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).
6. **Equal Employment Opportunity** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).
7. **Copeland "Anti-Kickback" Act** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).
8. **Davis-Bacon Act** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program

legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

9. **Contract Work Hours & Safety Standards Act** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).



**School Board of Martin County
Agenda Item Request Form
Board Meeting: 7/17/2012**

Agenda Item # 11.07

1. **AGENDA ITEM:** Independent Contract Agreement for Ellis Estevez RN Challenger School

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION** Ellis Estevez is a contracted RN for the Challenger School. His duties include monitoring changes in medication and the benefits/side effects by consulting with Teachers, Behavior Analyst, and Parents/Guardians. Report any and all restraints and seclusions. Assesses, treat and document findings. Treats any injuries to staff which may have occurred during a restraint. Oversees and or provides necessary medical procedures: gastrointestinal feeding, catheter care, diabetic monitoring, tracheotomy care and sectioning, oxygen administration (as needed), oxygen saturations monitoring and administrating of medication by mouth, by rectum, by nebulizer, by inhaler, and by subcutaneous injection. Responsible for supervising and the instruction LPN assigned to a student. Responsible for completing a weekly surveillance report form for the Health Department of Martin County. Responsible for filing out a monthly Medicaid billing for medication administered. And have close communication with the Parents, Psychiatrist, Case Manager and Principal.

3. **FINANCIAL IMPACT:**

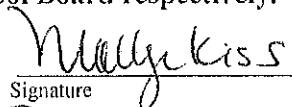
Is there a financial impact (Finance Review Required)? YES NO

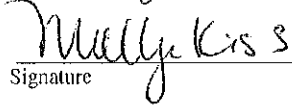
Is funding provided in approved budget? YES NO

What additional funding is required? Indicate Amount \$ 60,000.00

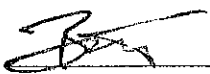
Source: General

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Mollye Kiss 
Type or Print Name Signature

Director/Principal: Mollye Kiss 
Type or Print Name Signature

Exec. Director or
Asst. Superintendent: Dr. Frank Raffone _____
Type or Print Name Signature

Finance Review: Bryan Thabit
Required if Financial Impact 
Signature

Legal Review: Doug Griffin
Required for Contracts _____
Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

**THE SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 25th day of May, 2012 by and between The School Board of Martin County, Florida, with offices at 500 East Ocean Boulevard, Stuart, Florida 34994, hereinafter referred to as the "Board", and ELLIS ESTEVEZ, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Board desires to enter into this Agreement with the Contractor, providing, among other things, for Contractor's services to the Board; and

WHEREAS, the Contractor desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** The Board shall retain the Contractor and the Contractor shall provide all labor, material and services required to provide the scope of services described on Exhibit "A" to the Board upon the terms and conditions hereinafter set forth.
2. **Term.** The term of this Agreement shall commence on or about the 8TH day of AUGUST 2012, and terminate on or about the 31ST day of MAY 2013, unless terminated prior to that date as set out hereinafter.
3. **Duties of Contractor.** During the period of this Agreement, the Contractor shall have the full and complete obligation and responsibility for the performance of the services, duties and work described in the attached Exhibit "A" for the Board and the Contractor shall be obligated to the Board for the performance of all such services, duties and work.
4. **Time Requirements.** The Contractor shall devote, during the term of this Agreement, such of his time, energy, and skill as is required to successfully perform all of his services, duties and work hereunder or as agreed to between the parties or as required by law or regulation.
5. **Compensation.** The Board shall compensate the Contractor on a time and material basis, in an aggregate amount not to exceed \$60,000.00. Contractor shall be compensated at the rate of \$45.00 per hour for the services of Contractor's contract administrator. The rates of other employees of the Contractor who may assist in this matter range from \$NA to NA per hour, depending upon experience. Contractor shall not be entitled to compensation for travel time.

This Agreement (check one) IS or IS Not funded in whole or part with federal Funds. If this Agreement is to be funded in whole or part with Federal funds, then the

additional terms and conditions contained in Exhibit "B" apply, which are incorporated herein by reference.

Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, travel time, printed library materials, use of the Contractor's courier for local deliveries, word processing, medical summaries, clerical or secretarial services are overhead and will not be separately compensated. In-house copying charges in excess of \$100.00 per month (at \$.15 per page) shall be considered non-routine and shall be reimbursable.

Billable hours shall be measured in 6 minute increments. Compensation of hours will be for actual time spent providing services to the Board.

Premium rates will not be paid for overtime work.

6. Financial Matters.

A. **Invoices.** The Board shall be billed monthly. Each statement for fees and costs shall be in a format that includes, at a minimum, the following information.

- i) Matter name and number, if applicable, or other matter reference.
- ii) Invoice number for the particular bill.
- iii) Inclusive dates of the month covered by the invoice.
- iv) Itemization of the hours billed; a concise meaningful description of the services rendered, with sufficient detail to enable the Board to evaluate the services rendered and costs; the person(s) who performed the services for each day being billed; and their hourly rate as specified herein.
- v) A listing of all invoiced costs to be reimbursed. Invoiced costs must be accompanied by copies of actual receipts.
- vi) The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
- vii) Any other information as may reasonably be requested by the Superintendent.
- viii) Contractor acknowledges that they shall be paid monthly.

B. **Audits.** Contractor may be subject to an audit by the Board at any time. The Board will provide the Contractor at least a two week notice if an audit is requested. There is a mutual obligation of the Board and Contractor to monitor amounts expended under this contract and notify either party when the amount to be expended is different than the actual contract amount agreed to in this Agreement. The Contractor hereby acknowledges that any contract amount

overages will need Board approval per School Board Policy 6320 prior to any contract amount overages being expended.

7. **Relation of the Parties.** The Board retains the Contractor only for the purposes and to the extent set forth in this Agreement and the Contractor's relationship to the Board shall, during the term of this Agreement, be that of an Independent Contractor. The Board shall not withhold, from sums becoming payable to the Contractor hereunder, any amounts for State or Federal Income Tax, FICA (Social Security) Taxes, Florida Retirement System (FRS) or similar such employer obligations during the term of this Agreement. The Contractor shall be free to dispose of such portions of his entire time, energy and skill as he is not obligated to devote hereunder to the Board in such manner, as he deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Board pertaining to or in connection with any health, pension, bonus, or other benefit extended to the Board's employees.

8. **Insurance.**

A. **Commercial General Liability Insurance.** Except as otherwise provided, the Commercial General Liability Insurance provided by the Contractor shall conform to the requirements set forth.

i) The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence/Two Million (\$2,000,000) annual aggregate.

B. **Professional Liability Insurance.** If included with the scope of services reflected in Exhibit "A", the Contractor shall provide, subject to reasonable commercial availability, Professional Liability Insurance conforming to the following requirements:

i) The insurance shall be subject to a maximum deductible not to exceed Twenty-five Thousand (\$25,000) Dollars per claim.

ii) The minimum limits to be maintained (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, Two Million (\$2,000,000) annual aggregate.

iii) For policies written on a Claims Made Basis, Contractor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form or there is a change in retroactive date, Contractor must purchase an extended reporting period rider/coverage during the life of this contract of not less than 3 years.

- C. Automobile Liability Insurance. Should Contractor be driving onto to school grounds in order to perform the services in this contract, then Contractor must carry liability limits that are acceptable to Board's Risk Management Department.
- D. Additional Insured. All insurance policies set forth in this contract, except for workers compensation and professional liability (if not permitted by the insurance carrier) above shall name the School District, it Officers, Board Members, Employees, and Agents as an additional insured.
- E. Worker's Compensation. As required by law, must comply with Chapter 440, F.S., Workers Compensation and all other applicable law(s). The minimum amount of coverage for those coverages customarily insured under Part Two (Employers' Liability) of the standard Workers' Compensation Policy shall be \$500,000 per accident, \$500,000 per disease and \$500,000 in the aggregate per employee.

9. **Indemnification.** The Contractor hereby assumes, releases and agrees to indemnify, defend, protect and save Board harmless from and against any loss of and/or damage to the property of Contractor, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from negligence or willful misconduct of Contractor, its employees, agents or independent contractors.

10. **Fingerprinting.** Contractor shall require all individuals assigned employed under this Agreement to meet all federal, state and local requirements including requirements of the Board for working with students. Contractor shall require all employees to submit to an FDLE background check prior to assignment. Employees found through the background screening process or otherwise to have been convicted of a crime involving moral turpitude shall not be assigned in any role allowing direct contact with students.

The Contractor will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by requiring each of its employees, agents and representatives who provide services under this agreement to complete the fingerprint screening prior to entering any of the District's school at a time when students may be present. Contractor shall contact the District's Personnel Department at 772-219-1200 ext. 30242 to schedule an appointment for screening. The fingerprint screening must be completed in advance of the Contractor, employee, agent or representative providing any services. The Contractor will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32 and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. The Contractor will provide the District a list of its employees. Contractor will update these lists in the event that any new employees are added and Contractor agrees that new employees shall be fingerprinted. Contractor agrees that in the event any employee is convicted of a criminal offense, the Contractor will notify the District within forty-eight hours.

The parties agree that in the event that the Contractor fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the District,

its officers and employees from any liability whatsoever resulting from Contractor failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

11. **Confidentiality.** In the course of providing services under this Agreement, Contractor may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with the Board; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

- A. The Board and Contractor agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that Contractor will immediately inform the Board of such request in writing if allowed by law or judicial and/or administrative order. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the Board. Contractor shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by Contractor shall be provided to the Board. It shall be the Board's sole responsibility to respond to requests for data or information received by Contractor regarding School District data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of Confidential Information, Contractor shall provide immediate notification to the Board of its receipt of such court order or lawfully issued subpoena and shall immediately provide the Board with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
- B. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Agreement may, at the Board's discretion, result in cancellation of this Agreement and the eligibility for Contractor to receive any information from the Board for a period of not less than five (5) years. In addition, Contractor agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by the Board as a direct result of such breach.
- C. In the event that a security breach of its systems or processes exposes the Board's Confidential Information to a third party, Contractor will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to the Board.

- D. Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all Confidential Information received from the Board upon, and in accordance with, direction from the Board. Contractor shall not retain copies of any data or information received from the Board once the Board has directed Contractor as to how such information shall be returned to the Board and/or destroyed. Furthermore, Contractor shall ensure that they dispose of any and all data or information received from the Board in a Board-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- E. The provisions of this section shall survive termination of this Agreement.

12. **Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with his independent and professional judgment. The Contractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade, business, or profession. This Agreement shall be subject to all rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong, to all Board rules, and to the laws and regulations governing the practice of the Contractor's trade, business, or profession in this State.

13. **Termination.** Either party upon five (5) business days written notice may normally terminate this Agreement at any time, with or without cause. However, the Board specifically reserves the right to terminate this agreement immediately upon receipt of information believed by the Board to so warrant immediate termination.

14. **Income Tax or Employee Designation.** In the event that the Internal Revenue Service (IRS) should determine that the Contractor, according to IRS guidelines, is an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon. Additionally, if the Contractor is otherwise deemed an employee (e.g., Florida Retirement System), the Contractor herein acknowledges that all payments to the Contractor are gross payments, and the Contractor is responsible for all contributions required of the Board for its employees. To the extent the Board pays such contributions as herein articulated, on behalf of the Contractor, the Contractor specifically and knowingly agrees to indemnify and otherwise make whole the Board for any and all such contributions so paid by the Board.

15. **Supplies, Tools, Materials.** Except as specifically provided herein, the Contractor is responsible for supplying all supplies, tools, and materials necessary to perform all duties as delineated herein.

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign

immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of Section 768.28, Florida Statutes.

17. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

18. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

19. **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Except as otherwise expressly provided herein, each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

20. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

21. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

22. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

23. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

24. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

25. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Nineteenth Judicial Circuit of Martin County, Florida.

26. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

27. **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the Board.

28. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

29. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

30. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board:	Superintendent of Schools The School Board of Martin County, Florida 500 E. Ocean Blvd. Stuart, Florida 34994
------------------	--

With a Copy to:

Mollye Kiss

Name of District Representative

500 East Ocean blvd.

Address

Stuart, FL 34994

Address

To *[Insert Name]*:

Tim Romano

Name of Other Party

5150 SE Willoughby Blvd.

Address

Stuart, FL 34997

Address

With a Copy to:

Name to be Provided by Other Party

Address

Address

31. **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

32. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

33. **Excess Funds.** Any party receiving funds paid by the Board under this Agreement agrees to promptly notify the Board of any funds erroneously received from the Board upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the Board with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the Board.

34. **Fiscal Non-Appropriations Clause.** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CONTRACTOR

Ellis R. Estevez
Name: Ellis Estevez
Date: 6|4|2012

THE SCHOOL BOARD OF
MARTIN COUNTY, FLORIDA

Attest:

Name: Susan J. Hershey
Date:

Nancy Kline, Superintendent

FRAUD STATEMENT

The Contractor acknowledges that any person who knowingly and with intent to injure, defraud or deceive the Martin County School District may be guilty of a criminal offense.

CONTRACTOR

Ellis R. Estevez
Name: Ellis Estevez
Date: 6|4|2012

Exhibit "A"

Scope of Services

Contractor shall provide all labor, materials, equipment, products, consumables and services as are required to fulfill the School Board's needs set forth below:

1. Contractor Name	Ellis Estevez
2. Contractor Address	5375 SW Orchid Bay Drive Palm City, FL 34990
3. Dates of Service	7/8/2012 to 5/31/2013
4. Hours Per Day of Service	7.25 hours per day
5. Number of Children Served	All Challenger Students
6. Number of Adults Served	NA
7. General Type of Services	See attached
8. Products to be Delivered (# and type)	see attached
9. Time of Delivery	8/8/2012 to May/31/2013
10. Publications to be Delivered (# and type)	NA
11. Time of Delivery	NA
12. Other Deliverables	NA
13. Time of Delivery	NA
14. Reporting Requirements	Reports to Principal at Challenger
15. Other Services	

CHALLENGER SCHOOL

ELLIS R ESTEVEZ

BS RN

The Registered Nurse (RN) at Challenger school is a member of the mental health team that includes but is not limited to the school nurse, psychiatrist, mental health counselors, case managers, and behavior analyst that meets weekly for psychiatric staffing. The RN meets one day per week with the psychiatrist, mental health therapist, behavior analyst, parent/guardian, and student to discuss student's behavior/concerns at home and in school; which lasts approximately 30 minutes per student scheduled for that day. During this staffing, the status of students taking medication for mental illness including but not limited to; ADHD, bipolar disorder, depression, anxiety, autism, and schizophrenic disorder are reviewed. The team reviews the data to assess the effectiveness of prescribed medication.

The RN monitors changes in medication and the benefits/side effects by consulting with teachers, behavior analyst, and parents/guardians.

The RN must report to any and all restraints and seclusions. RN must assess, treat and document findings.

The RN assesses and treats any injuries to staff which may have occurred during a restraint.

The RN provides follow-up and coordinates information regarding day-to-day behavior, possible adverse reactions/side effects, behavioral effects of prescribed medication, assessment, student/family/staff teaching, evaluation/desired outcomes, and any changes made during any hospitalization.

The RN attends IEP meetings, as needed, to discuss the medical needs of the students.

The RN oversees and/or provides as necessary such medical procedures as; gastrointestinal feeding, catheter care, diabetic monitoring and care, tracheotomy care and suctioning, oxygen administration (as needed), oxygen saturation monitoring, and the administration of medication by mouth, by rectum, by nebulizer, by inhaler, and by subcutaneous injection.

The RN is responsible to treat and care for any and all emergencies that may occur at Challenger School involving students and/or faculty.

The RN is responsible for maintaining the automatic external defibrillator and inspecting the AED once a month.

The RN is responsible to order and stock medical equipment and supplies.

The RN is responsible for coordinating and or assisting health department nurses with immunizations of students, visual acuity exams, hearing assessments, and scoliosis exams.

The RN is responsible for supervising and/or instructing Licensed Practical Nurse assigned to a student (one on one), and the district Health Assistant.

The RN is responsible for completing a weekly surveillance report form for the Health Department of Martin County.

The RN is responsible for filling out a monthly Medicaid billing form for medications administered and Medicaid billing for nursing services provided.

The RN is responsible for close communications with the parents, psychiatrist, case manager and principal. Numerous calls must be made to parents regarding status of students, effects of medications, and reordering/filling medication.

Exhibit "B"

1. **Access To Records** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcriptions.
2. **Records Retention** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the Board makes final payments and all other pending matters are closed.
3. **Clean Air Act** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).
4. **Energy Efficiency** (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).
5. **Suspension and Debarment.** In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).
6. **Equal Employment Opportunity** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).
7. **Copeland "Anti-Kickback" Act** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).
8. **Davis-Bacon Act** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program

legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

9. **Contract Work Hours & Safety Standards Act** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 11.08

1. AGENDA ITEM: Support Agreement between D3 Data Driven Decisions (Michelle Villwock) and the Martin County School Board.

X appropriate box(s): [] New [X] Renewal [] Addenda [] Presentation [] Grant \$ _____

2. BACKGROUND INFO/STAFF RECOMMENDATION : This service agreement for Michelle Villwock (D3 Data Driven Decisions) Behavior analyst. She services about 21 students at about 3 schools throughout the district. Her duties are: Builds capacity of school based personnel to develop effective behavior management systems: Provides diagnostic services for students with significant behavioral disabilities and develops individualized plans to address the behavioral barriers to student success: Trains behavior technicians and personnel in data collection implementation of behavioral plans. Monitors fidelity, Trains staff. Implementation of Evidence Based Curriculum for special skills instruction.

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? [X] YES [] NO

Is funding provided in approved budget? [X] YES [] NO

What additional funding is required? Indicate Amount \$55,000.00

Source: 0420.6100.0310.9514.4122 - IDEA

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Mollye Kiss

Mollye Kiss
Signature

Director/Principal: Mollye Kiss

Mollye Kiss
Signature

Exec. Director or Asst. Superintendent: Dr. Frank Raffone

Signature

Finance Review: Brian Thabit

Nelene DiBartolomeo for Bryan Thabit
Signature

Legal Review: [X] REQUIRED [] NOT REQUIRED

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

RECEIVED

All lines must be filled in or note N/A and initial. Use Times New Roman 12.

Form Revised 11/30/09 JUL 2 2012

**THE SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 28th day of June, 2012 by and between The School Board of Martin County, Florida, with offices at 500 East Ocean Boulevard, Stuart, Florida 34994, hereinafter referred to as the "Board", and D-3 Data Driven Decisions / Michelle Villwock, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Board desires to enter into this Agreement with the Contractor, providing, among other things, for Contractor's services to the Board; and

WHEREAS, the Contractor desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** The Board shall retain the Contractor and the Contractor shall provide all labor, material and services required to provide the scope of services described on Exhibit "A" to the Board upon the terms and conditions hereinafter set forth.

2. **Term.** The term of this Agreement shall commence on or about the 8th day of August 2012, and terminate on or about the 31st day of May 2013, unless terminated prior to that date as set out hereinafter.

3. **Duties of Contractor.** During the period of this Agreement, the Contractor shall have the full and complete obligation and responsibility for the performance of the services, duties and work described in the attached Exhibit "A" for the Board and the Contractor shall be obligated to the Board for the performance of all such services, duties and work.

4. **Time Requirements.** The Contractor shall devote, during the term of this Agreement, such of his time, energy, and skill as is required to successfully perform all of his services, duties and work hereunder or as agreed to between the parties or as required by law or regulation.

5. **Compensation.** The Board shall compensate the Contractor on a time and material basis, in an aggregate amount not to exceed \$55,000. Contractor shall be compensated at the rate of \$45.00 per hour for the services of Contractor's contract administrator. The rates of other employees of the Contractor who may assist in this matter range from \$NA to NA per hour, depending upon experience. Contractor shall not be entitled to compensation for travel time.

This Agreement (check one) IS or IS Not funded in whole or part with federal Funds. If this Agreement is to be funded in whole or part with Federal funds, then the

additional terms and conditions contained in Exhibit "B" apply, which are incorporated herein by reference.

Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, travel time, printed library materials, use of the Contractor's courier for local deliveries, word processing, medical summaries, clerical or secretarial services are overhead and will not be separately compensated. In-house copying charges in excess of \$100.00 per month (at \$.15 per page) shall be considered non-routine and shall be reimbursable.

Billable hours shall be measured in 6 minute increments. Compensation of hours will be for actual time spent providing services to the Board.

Premium rates will not be paid for overtime work.

6. Financial Matters.

A. **Invoices.** The Board shall be billed monthly. Each statement for fees and costs shall be in a format that includes, at a minimum, the following information.

- i) Matter name and number, if applicable, or other matter reference.
- ii) Invoice number for the particular bill.
- iii) Inclusive dates of the month covered by the invoice.
- iv) Itemization of the hours billed; a concise meaningful description of the services rendered, with sufficient detail to enable the Board to evaluate the services rendered and costs; the person(s) who performed the services for each day being billed; and their hourly rate as specified herein.
- v) A listing of all invoiced costs to be reimbursed. Invoiced costs must be accompanied by copies of actual receipts.
- vi) The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
- vii) Any other information as may reasonably be requested by the Superintendent.
- viii) Contractor acknowledges that they shall be paid monthly.

B. **Audits.** Contractor may be subject to an audit by the Board at any time. The Board will provide the Contractor at least a two week notice if an audit is requested. There is a mutual obligation of the Board and Contractor to monitor amounts expended under this contract and notify either party when the amount to be expended is different than the actual contract amount agreed to in this Agreement. The Contractor hereby acknowledges that any contract amount

overages will need Board approval per School Board Policy 6320 prior to any contract amount overages being expended.

7. **Relation of the Parties.** The Board retains the Contractor only for the purposes and to the extent set forth in this Agreement and the Contractor's relationship to the Board shall, during the term of this Agreement, be that of an Independent Contractor. The Board shall not withhold, from sums becoming payable to the Contractor hereunder, any amounts for State or Federal Income Tax, FICA (Social Security) Taxes, Florida Retirement System (FRS) or similar such employer obligations during the term of this Agreement. The Contractor shall be free to dispose of such portions of his entire time, energy and skill as he is not obligated to devote hereunder to the Board in such manner, as he deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Board pertaining to or in connection with any health, pension, bonus, or other benefit extended to the Board's employees.

8. **Insurance.**

A. **Commercial General Liability Insurance.** Except as otherwise provided, the Commercial General Liability Insurance provided by the Contractor shall conform to the requirements set forth.

i) The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence/Two Million (\$2,000,000) annual aggregate.

B. **Professional Liability Insurance.** If included with the scope of services reflected in Exhibit "A", the Contractor shall provide, subject to reasonable commercial availability, Professional Liability Insurance conforming to the following requirements:

i) The insurance shall be subject to a maximum deductible not to exceed Twenty-five Thousand (\$25,000) Dollars per claim.

ii) The minimum limits to be maintained (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, Two Million (\$2,000,000) annual aggregate.

iii) For policies written on a Claims Made Basis, Contractor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form or there is a change in retroactive date, Contractor must purchase an extended reporting period rider/coverage during the life of this contract of not less than 3 years.

- C. Automobile Liability Insurance. Should Contractor be driving onto to school grounds in order to perform the services in this contract, then Contractor must carry liability limits that are acceptable to Board's Risk Management Department.
- D. Additional Insured. All insurance policies set forth in this contract, except for workers compensation and professional liability (if not permitted by the insurance carrier) above shall name the School District, it Officers, Board Members, Employees, and Agents as an additional insured.
- E. Worker's Compensation. As required by law, must comply with Chapter 440, F.S., Workers Compensation and all other applicable law(s). The minimum amount of coverage for those coverages customarily insured under Part Two (Employers' Liability) of the standard Workers' Compensation Policy shall be \$500,000 per accident, \$500,000 per disease and \$500,000 in the aggregate per employee.

9. **Indemnification.** The Contractor hereby assumes, releases and agrees to indemnify, defend, protect and save Board harmless from and against any loss of and/or damage to the property of Contractor, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from negligence or willful misconduct of Contractor, its employees, agents or independent contractors.

10. **Fingerprinting.** Contractor shall require all individuals assigned employed under this Agreement to meet all federal, state and local requirements including requirements of the Board for working with students. Contractor shall require all employees to submit to an FDLE background check prior to assignment. Employees found through the background screening process or otherwise to have been convicted of a crime involving moral turpitude shall not be assigned in any role allowing direct contact with students.

The Contractor will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by requiring each of its employees, agents and representatives who provide services under this agreement to complete the fingerprint screening prior to entering any of the District's school at a time when students may be present. Contractor shall contact the District's Personnel Department at 772-219-1200 ext. 30242 to schedule an appointment for screening. The fingerprint screening must be completed in advance of the Contractor, employee, agent or representative providing any services. The Contractor will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32 and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. The Contractor will provide the District a list of its employees. Contractor will update these lists in the event that any new employees are added and Contractor agrees that new employees shall be fingerprinted. Contractor agrees that in the event any employee is convicted of a criminal offense, the Contractor will notify the District within forty-eight hours.

The parties agree that in the event that the Contractor fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the District,

its officers and employees from any liability whatsoever resulting from Contractor failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

11. **Confidentiality.** In the course of providing services under this Agreement, Contractor may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with the Board; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act (“HIPAA”), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as “Confidential Information”). Such Confidential Information shall not be disclosed or shared with any third-party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

- A. The Board and Contractor agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that Contractor will immediately inform the Board of such request in writing if allowed by law or judicial and/or administrative order. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the Board. Contractor shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by Contractor shall be provided to the Board. It shall be the Board’s sole responsibility to respond to requests for data or information received by Contractor regarding School District data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of Confidential Information, Contractor shall provide immediate notification to the Board of its receipt of such court order or lawfully issued subpoena and shall immediately provide the Board with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
- B. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Agreement may, at the Board’s discretion, result in cancellation of this Agreement and the eligibility for Contractor to receive any information from the Board for a period of not less than five (5) years. In addition, Contractor agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by the Board as a direct result of such breach.
- C. In the event that a security breach of its systems or processes exposes the Board’s Confidential Information to a third party, Contractor will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to the Board.

- D. Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all Confidential Information received from the Board upon, and in accordance with, direction from the Board. Contractor shall not retain copies of any data or information received from the Board once the Board has directed Contractor as to how such information shall be returned to the Board and/or destroyed. Furthermore, Contractor shall ensure that they dispose of any and all data or information received from the Board in a Board-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- E. The provisions of this section shall survive termination of this Agreement.

12. **Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with his independent and professional judgment. The Contractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade, business, or profession. This Agreement shall be subject to all rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong, to all Board rules, and to the laws and regulations governing the practice of the Contractor's trade, business, or profession in this State.

13. **Termination.** Either party upon five (5) business days written notice may normally terminate this Agreement at any time, with or without cause. However, the Board specifically reserves the right to terminate this agreement immediately upon receipt of information believed by the Board to so warrant immediate termination.

14. **Income Tax or Employee Designation.** In the event that the Internal Revenue Service (IRS) should determine that the Contractor, according to IRS guidelines, is an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon. Additionally, if the Contractor is otherwise deemed an employee (e.g., Florida Retirement System), the Contractor herein acknowledges that all payments to the Contractor are gross payments, and the Contractor is responsible for all contributions required of the Board for its employees. To the extent the Board pays such contributions as herein articulated, on behalf of the Contractor, the Contractor specifically and knowingly agrees to indemnify and otherwise make whole the Board for any and all such contributions so paid by the Board.

15. **Supplies, Tools, Materials.** Except as specifically provided herein, the Contractor is responsible for supplying all supplies, tools, and materials necessary to perform all duties as delineated herein.

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign

immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of Section 768.28, Florida Statutes.

17. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

18. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

19. **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Except as otherwise expressly provided herein, each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

20. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

21. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

22. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

23. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

24. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

25. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Nineteenth Judicial Circuit of Martin County, Florida.

26. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

27. **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the Board.

28. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

29. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

30. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board:	Superintendent of Schools The School Board of Martin County, Florida 500 E. Ocean Blvd. Stuart, Florida 34994
------------------	--

With a Copy to:

Mollye Kiss
Name of District Representative
500 East Ocean Blvd.
Address
Stuart, FL 34994
Address

To [*Insert Name*]:

Name of Other Party
Address
Address

With a Copy to:

Name to be Provided by Other Party
Address
Address

31. **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

32. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

33. **Excess Funds.** Any party receiving funds paid by the Board under this Agreement agrees to promptly notify the Board of any funds erroneously received from the Board upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the Board with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the Board.

34. **Fiscal Non-Appropriations Clause.** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CONTRACTOR



Name:

Date:

THE SCHOOL BOARD OF
MARTIN COUNTY, FLORIDA

Attest:

Name:

Date:

Nancy Kline, Superintendent

FRAUD STATEMENT

The Contractor acknowledges that any person who knowingly and with intent to injure, defraud or deceive the Martin County School District may be guilty of a criminal offense.

CONTRACTOR



Name:

Date:

Exhibit "A"

Scope of Services

Contractor shall provide all labor, materials, equipment, products, consumables and services as are required to fulfill the School Board's needs set forth below:

1. Contractor Name	D-3 Data Driven Decisions/ Michelle Villwock
2. Contractor Address	2740 SW Martin Downs Blvd. #349 Palm City, FL 34990
3. Dates of Service	8/8/2012 to 5/31/2013
4. Hours Per Day of Service	7.5
5. Number of Children Served	10 to 75
6. Number of Adults Served	NA
7. General Type of Services	Behavior Analyst to develop effective behavior management systems, trains behavior technicians. implementation of behavioral plans data collection
8. Products to be Delivered (# and type)	NA
9. Time of Delivery	During school hours
10. Publications to be Delivered (# and type)	NA
11. Time of Delivery	NA
12. Other Deliverables	NA
13. Time of Delivery	
14. Reporting Requirements	Reports to Mollye Kiss Coordinator of ESE
15. Other Services	NA

Exhibit "B"

1. **Access To Records** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcriptions.
2. **Records Retention** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the Board makes final payments and all other pending matters are closed.
3. **Clean Air Act** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).
4. **Energy Efficiency** (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).
5. **Suspension and Debarment.** In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).
6. **Equal Employment Opportunity** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).
7. **Copeland "Anti-Kickback" Act** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).
8. **Davis-Bacon Act** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program

legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

9. **Contract Work Hours & Safety Standards Act (34 CFR 80.36(i)(6)):** All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).



**School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012**

Agenda Item # 11.09

1. **AGENDA ITEM:** Memorandum of Agreement for Nursing Services between Visiting Nurse Association Plus and the Martin County School District.

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** This VNA Plus Memorandum of agreement provides a full time 1 on 1 LPN for a student enrolled at the Challenger School. The LPN and provides care for seizures, respiratory distress, numerous suctioning procedures, administration of oxygen, and G tube feedings. The LPN also takes vital sign assessments three times per day, administers medication via G tube transfer and repositions every two hours. Staff Recommends approval.

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ \$58,000.00
 Source: 0100.5200.0310.0294.0025

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Mollye Kiss
Mollye Kiss

Mollye Kiss
Signature

Director/Principal: _____
Type or Print Name

Signature

Exec. Director or
Asst. Superintendent: Dr. Raffone
Dr. Raffone

Signature

Finance Review: Bryan Thabit
Required if Financial Impact

Nelson Di Bartolomeo for Bryan Thabit
Signature

Legal Review: _____
Required for Contracts

Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A.

Form Revised 12-1-10

RECEIVED
JUL 2 2012
FINANCE

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JUL 2
FINANCE

**VNA PLUS
AND
THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA**

MEMORANDUM OF AGREEMENT FOR NURSING SERVICES

This agreement is made the 1 day of July, 2012 by and between Visiting Nurse Association Plus, 2400 SE Monterey Road, Suite 300, Stuart, Florida, 34996, hereinafter referred to as "VNA Plus" and The School Board of Martin County, Florida, 500 East Ocean Boulevard, Stuart, Florida 34994, hereinafter referred to as "School Board."

The VNA Plus is contracted to provide school health nursing services under the general supervision of the Exceptional Student Education (ESE) Executive Director/School Board and VNA Plus. These services are defined in Attachment "A".

Service availability shall commence on the 1 day of July, 2012 and continues for the 2012-13 school year, unless sooner terminated as hereinafter provided. The School Board, through the ESE/SS Executive Director, shall have the right to reject an VNA Plus employee as unsuitable, without showing cause. In the event of such rejection, the VNA Plus shall provide a substitute employee within ten (10) days of notification. If the VNA Plus fails to provide a suitable employee, the School Board shall have the option of canceling this contract with seven (7) days written notice to the VNA Plus. All written notices shall be certified mail or hand delivered. Either party may cancel this service contract on thirty (30) days written notice, without cause. This Agreement may be renewed for a successive period of one (1) year by mutual Agreement of the parties, with appropriate endorsement hereto.

This Agreement shall be constructed for all purposes under the laws of the state of Florida and may not be changed, modified, altered or amended except by an instrument in writing, signed by the parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed, so that all of the remaining terms and conditions of the Agreement shall otherwise remain in full force and effect.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on grounds of race, color or national origin. The VNA Plus complies with the Americans with Disabilities Act.

Insurance

A. Commercial General Liability Insurance. Except as otherwise provided, the Commercial General Liability Insurance provided by the Contractor shall conform to the requirements set forth.

i) The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence/Two Million (\$2,000,000) annual aggregate.

B. Professional Liability Insurance. If included with the scope of services the Contractor shall provide, subject to reasonable commercial availability, Professional Liability Insurance conforming to the following requirements:

i) The insurance shall be subject to a maximum deductible not to exceed Twenty five Thousand (\$25,000) Dollars per claim.

ii) The minimum limits to be maintained (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, Two Million (\$2,000,000) annual aggregate.

iii) For policies written on a Claims Made Basis, Contractor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form or there is a change in retroactive date, Contractor must purchase an extended reporting period rider/coverage during the life of this contract of not less than 3 years.

C. Automobile Liability Insurance. Should Contractor be driving onto to school grounds in order to perform the services in this contract, then Contractor must carry liability limits that are acceptable to Board's Risk Management Department.

D. Additional Insured. All insurance policies set forth in this contract, except for workers compensation and professional liability (if not permitted by the insurance carrier) above shall name the School District, its Officers, Board Members, Employees, and Agents as an additional insureds.

E. Workers Compensation. As required by law, must comply with Chapter 440, F.S., Workers Compensation and all other applicable law(s). The minimum amount of coverage for those coverages customarily insured under Part Two (Employers' Liability) of the standard Workers' Compensation Policy shall be \$500,000 per accident, \$500,000 per disease and \$500,000 in the aggregate per employee.

Indemnification The contractor hereby assumes, releases and agrees to indemnify, defend, protect and save School District, its Officers, Board Members, Employees, and Agents harmless from and against any loss of and/or damage to the property of Contractor, and all loss and/or damage on account of injury to or death of any persons whatsoever arising in any way from negligence or willful misconduct of Contractor, its employees, agents or independent contractors.

Confidentiality

1. In the course of providing services under this agreement, VNA Plus may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with School Board; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by VNA PLUS, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for VNA PLUS to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of VNA PLUS under this Agreement.
2. School Board and VNA PLUS agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that VNA PLUS will immediately inform School Board of such request in writing if allowed by law or judicial and/or administrative order. VNA PLUS shall only retrieve such data or information upon receipt of, and in accordance with, written directions by School Board. VNA PLUS shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by VNA PLUS shall be provided to School Board. It shall be School Board's sole responsibility to respond to requests for data or information received by VNA PLUS regarding School District data or information. Should VNA PLUS receive a court order or lawfully issued subpoena seeking the release of Confidential Information, VNA PLUS shall provide

- immediate notification to School Board of its receipt of such court order or lawfully issued subpoena and shall immediately provide School Board with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
3. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Agreement may, at School Board's discretion, result in cancellation of this agreement and the eligibility for VNA PLUS to receive any information from School Board for a period of not less than five (5) years. In addition, VNA PLUS agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by School Board as a direct result of such breach.
4. In the event that a security breach of its systems or processes exposes School Board's Confidential Information to a third party, VNA PLUS will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to School Board.
5. Upon expiration or termination of the Agreement, VNA PLUS shall return and/or destroy all Confidential Information received from School Board upon, and in accordance with, direction from School Board. VNA PLUS shall not retain copies of any data or information received from School Board once School Board has directed VNA PLUS as to how such information shall be returned to School Board and/or destroyed. Furthermore, VNA PLUS shall ensure that they dispose of any and all data or information received from School Board in a School Board-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
6. The provisions of this section shall survive termination of this Agreement.

Services provided by the VNA Plus and authorized by the School Board representative shall be at a rate described in Attachment "B" of this Agreement.

The VNA Plus will provide to the School Board copies of the professional licenses for the nursing professional who provide services through contractual arrangements.

All services provided by VNA Plus will be rendered by VNA Plus staff who have been subjected to the approved background checks which shall include:

Fingerprints

VNA Plus will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by completing the fingerprint screening required of VNA Plus and all of its employees who provide services under this contract. VNA Plus shall contact the District's Personnel Department at 772/219-1200 ext. 30242 to schedule an appointment for the screening. The fingerprint screening must be completed in advance of the VNA Plus providing any services. The VNA Plus will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VNA Plus and its employees. VNA Plus will provide District a list of its employees. VNA Plus will update these lists in the event that any VNA Plus/School Board Agreement new employees are added and VNA Plus agrees that new employees shall be fingerprinted. VNA Plus agrees that in the event any employee is convicted of a criminal offense, the VNA Plus will notify the District within forty-eight (48) hours.

The parties agree in the event that VNA Plus fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. VNA Plus agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from VNA Plus failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

Neither the VNA Plus nor the School Board shall assign or transfer any interest in this Agreement without the consent of both parties.

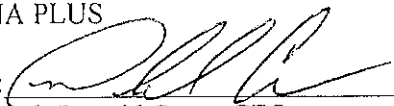
Any questions or disagreements arising out of the administration or performance of this Agreement shall be resolved by the VNA Plus Administrator and the Superintendent or the School Board, or their respective designees.

The relationship between the School Board and the employees and agents of the VNA Plus shall be that of an independent contractor, and not that of employer/employee. The School Board shall not owe any consideration, salary or benefit for the provision of the services called for by this Agreement, other than those specified in Attachment "B" of this Agreement.

SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

By: _____
Susan Heshey, Chair Date

By: _____
Nancy Kline, Superintendent of Schools Date

VNA PLUS
By:  _____
Donald Crow, CEO Date

ATTACHMENT A

Skilled Nursing:

As to Exception Student Education, students at the Exceptional Student Education Center, a Registered Nurse (R.N.) will perform physical assessments, give injections, administer medications and enteral feedings, change dressings, monitor vital signs, instruct the patient and family, and provide other vital health services as prescribed by the physician. Additionally, while on site the nurse will be available for all ESE students for First Aid.

As to Exceptional Student Education students attending various Martin County Schools, a Licensed Practical Nurse (LPN) under the supervision of the Registered Nurse, or a Registered Nurse (R.N.) depending on availability, will perform skilled nursing duties as allowed for the Nurse Practice Act for students attending selected Martin County Schools.

Back-up Services:

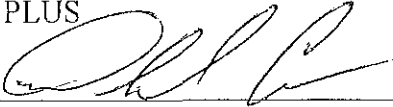
Any authorized representative of the school, ESE department, or School Board can contact the VNA Plus staff 24 hours per day, 7 days per week to request back-up services. VNA Plus will make every effort to provide coverage for both planned and unplanned time off for the school nurse or health assistant. The VNA Plus office telephone number and answering service can be reached at (772) 286-8157. VNA Plus has a scheduling coordinator available 24 hours per day, 365 days per year.

Provide school health skilled nursing services under the general supervision of the Exceptional Student Education (ESE) Executive Director/School Board and VNA Plus. Deliver skilled nursing services, including preparation and administration of medications; tube feedings; seizure care, administration of insulin and other injectables; blood sugar testing; tracheotomy care; suctioning; plan of care meetings; following, tracking, and requesting MD orders as appropriate; coordination with parents and teachers; attending to ill and injured students; witnessing and completing physical assessments post restraint; and other skilled nursing duties are required.

SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

By: _____ Date _____
Susan Hershey, Chair

By: _____ Date _____
Nancy Kline, Superintendent of Schools

VNA PLUS
By:  _____ Date _____
Donald Crow, CEO

ATTACHMENT B

VNA Plus Charges

Service:

Hourly Rate:

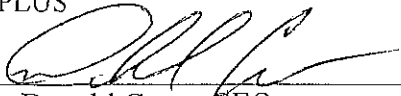
Skilled Nursing

\$49.00

SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

By: _____ Date _____
Susan Hershey, Chair

By: _____ Date _____
Nancy Kline, Superintendent of Schools

VNA PLUS
By:  _____ Date _____
Donald Crow, CEO



**School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012**

Agenda Item # 11.10

1. AGENDA ITEM: Client Services Agreement between Community Rehab Associates, Inc. and the School Board of Martin County for the purpose of referring Healthcare Professionals such as Speech/ Language Pathologists, Occupational Therapist and Physical Therapists and Sign Language Interpreter.

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. BACKGROUND INFO./STAFF RECOMMENDATION: Client Services Agreement for the purpose of providing Speech/Language Therapy, Occupational Therapy, Physical Therapy and or Sign Language Interpreters county wide.

3. FINANCIAL IMPACT:
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ _____
 Source: _____

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Mollye Kiss Mollye Kiss Signature

Director/Principal: Mollye Kiss Mollye Kiss Signature

Exec. Director or Asst. Superintendent: Dr. Raffone Dr. Raffone Signature

Finance Review: Bryan Thabit N/A Signature
 Required if Financial Impact

Legal Review: _____ Signature
 Required for Contracts

5. SUPERINTENDENT RECOMMENDS APPROVAL: YES NO

All lines must be filled in or note N/A. Form Revised 12-1-10

RECEIVED
JUL 2 2012
FINANCE



SERVICE AGREEMENT

This Service Agreement (hereafter referred to as “**Agreement**”) dated June 25, 2012, between Community Rehab Associates, Inc., a Florida corporation (referred to as “**Company**” and/or “**Contractor**”) and Martin County School District (referred to as “**School District**”), (collectively referred to as “**Parties**”), commences on July 1, 2012, effective for the 2012-2013 school year, completing in June 30, 2013, to be extended on a yearly basis with mutual consent.

The Parties agree as follows:

1. Duties

During the engagement of this Agreement, the Company will provide therapy services as agreed upon by School District and Company.

2. Duration

Services will be ongoing, without lapse, throughout the duration of this Agreement as agreed upon by School District and Company in the Therapy Request Form. Notwithstanding other provisions of this agreement, should the School District request that a therapist provided by the Company be replaced by another therapist, the Company will make appropriate efforts to provide a replacement within 30 days of receiving the School District’s request; provided, the School District reserves the right to require the immediate removal of a therapist from service to the School District.

3. Payment

The School District shall pay the Company for the labor to be performed under this Agreement in the following sum for all hours on-site including direct and indirect therapy services and intra-district travel time:

<u>SERVICE</u>		<u>HOURLY RATE</u>
CCC-SLP	Speech Language Pathologist	\$62.00
OT	Occupational Therapist	\$62.00
PT	Physical Therapist	\$62.00
CF-SLP	Speech Language Pathologist, Clinical Fellow	\$59.00
SLPA	Speech Language Pathology Assistant	\$53.00
COTA	Certified Occupational Therapy Assistant	\$53.00
PTA	Physical Therapy Assistant	\$53.00
SLI	Sign Language Interpreter	\$55.00

- a. Qualifications, licensure, certification, education, and requirements as outlined in the Therapy Request Form.
- b. Part Time hours are defined less than 28 hours per week.
- c. Full Time hours are defined as at least 28 hours per week, with the exception of holidays and closed school days or hours, as defined by the School District.
- d. Partial weeks worked by therapist will be paid based on hours worked.
- e. Services shall be effective and ongoing, without lapse, within the duration of this Agreement, as outlined in the Therapy Request Form.
- f. Therapy requests outlined in the Therapy Request Form may be updated and are subject to change, as agreed upon by both Parties. Any additions or revisions must be outlined and approved by the School District on a



Therapy Request Form. Contractor will attempt to fulfill all therapy requests outlined on the Therapy Request Form. However, inability to do so will not deem the correlating Service Agreement null and void.

The Company will submit an invoice to the School District on a bi-weekly basis, in form suitable for the School District's accounting and record-keeping purposes. The School District will pay the amount due within 60 days of the invoice date. The therapy services will be discontinued if payment is not made within 90 days. If the amount is not paid within 90 days the account may be sent to a collection agency for the balance of the amount plus any expenses resulting from the involvement of the collection agency.

4. Responsibilities

The services provided will be in accordance with the eligibility criteria and service model of the School District.

The School District will be responsible for the following:

- a. Provide all evaluation materials and therapy materials
- b. Making available all student records and information relevant to and for the purpose of services being provided, or to be provided
- c. Providing space for the assigned Therapist(s) to work with the students
- d. Provide training for completion of encounter logs and other required paperwork

The Company shall be responsible for the following:

- a. Provide or attempt to provide qualified Therapist(s) as ordered by the School District
- b. Providing assessment and direct consultative services as jointly agreed upon by the Therapist(s) and School District
- c. The Therapist(s) will attend staffing, multidisciplinary team meetings and therapy meetings as necessary
- d. Complete encounter logs and other paperwork for each student, as well as monthly Attendance/ Contact Record (form provided by School District) listing all students assigned to therapist and providing encounter and absence/ missed therapy information. Such logs, record forms, and other paperwork will be maintained at the location designated by the School District and will be turned in at intervals designated by the School District.

5. Confidentiality of Student Records

The Company shall agree that all student information is confidential and that therapists employed by the Company shall hold the same in confidence, shall not use the confidential information other than for purposes of its business with the School District, and shall disclose it only as prescribed by School District officials.

1. In the course of providing services under this agreement, Contractor may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with School District; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.



2. School District and Contractor agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that Contractor will immediately inform School District of such request in writing if allowed by law or judicial and/or administrative order. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by School District. Contractor shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by shall be provided to School District. It shall be School District's sole responsibility to respond to requests for data or information received by Contractor regarding School District data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of Confidential Information, Contractor shall provide immediate notification to School District of its receipt of such court order or lawfully issued subpoena and shall immediately provide School District with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
3. The Parties agree that any breach of the confidentiality obligation set forth in the Agreement may, at School District's discretion, result in cancellation of this agreement and the eligibility for Contractor to receive any information from School District for a period of not less than five (5) years. In addition, Contractor agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by School District as a direct result of such breach.
4. In the event that a security breach of its systems or processes exposes School District's Confidential Information to a third party, Contractor will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to School District.
5. Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all Confidential Information received from School District upon, and in accordance with, direction from School District. Contractor shall not retain copies of any data or information received from School District once School District has directed Contractor as to how such information shall be returned to School District and/or destroyed. Furthermore, Contractor shall ensure that they dispose of any and all data or information received from School District in a School District-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
6. The provisions of this section shall survive termination of this Agreement.

6. Insurance

- A. Commercial General Liability Insurance. Except as otherwise provided, the Commercial General Liability Insurance provided by the Contractor shall conform to the requirements set forth.
 - i) The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence/Two Million (\$2,000,000) annual aggregate.
- B. Professional Liability Insurance. If included with the scope of services the Contractor shall provide, subject to reasonable commercial availability, Professional Liability Insurance conforming to the following requirements:
 - i) The insurance shall be subject to a maximum deductible not to exceed Twenty five Thousand (\$25,000) Dollars per claim.
 - ii) The minimum limits to be maintained (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, Two Million (\$2,000,000) annual aggregate.
 - iii) For policies written on a Claims Made Basis, Contractor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form or there is a change in retroactive date, Contractor must purchase an extended reporting period rider/coverage during the life of this contract of not less than 3 years.
- C. Automobile Liability Insurance. Should Contractor be driving onto school grounds in order to perform the services in this contract, then Contractor must carry liability limits that are acceptable to School District's Risk Management Department



D. Additional Insured. All insurance policies set forth in this contract, except for workers compensation and professional liability (if not permitted by the insurance carrier) above shall name the School District, its Officers, Board Members, Employees, and Agents as an additional insured.

E. Worker's Compensation. As required by law, must comply with Chapter 440, F.S., Workers Compensation and all other applicable law(s). The minimum amount of coverage customarily insured under Part Two (Employers' Liability) of the standard Workers' Compensation Policy shall be \$500,000 per accident, \$500,000 per disease and \$500,000 in the aggregate per employee.

7. Non solicitation

- a. The Parties mutually agree that during the term of this agreement, or 12 months following termination of the agreement, neither party nor its agents will directly or indirectly (e.g. by hiring or using another company that hires the other party's employee's employee or contractors) entice or solicit for employment or contract with the therapist, candidate, and/or interviewee. Neither party shall induce the employee of the other to terminate his / her employment relationship with the other. Notwithstanding other provisions of this agreement, it shall not constitute a violation of this agreement should the School District, after expiration of two years from the date of a therapist/ candidate/ interviewee's first referral to the School District by the Company, solicit that therapist/ candidate/ interviewee for direct employment or independent contract.
- b. Company will provide screened and interviewed resumes directly to School District for the above named therapy positions. It is understood that except as required by law, School District will not disclose or share any names or information, which would identify candidates or cause candidates to be referred to any third parties. All referred candidates are considered to be valid referrals from Company to School District unless School District immediately notifies Company of recent and prior employment conversations which School District has conducted with a specific candidate within the 90 days preceding Company's referral of candidate to School District. Referred candidates are considered active Company candidates for a period of two years from the date of initial referral to School District. With School District interview and approval, candidates will be hired and employed by Company for on-site placement as directed by School District and Company.
- c. The Parties acknowledge the restrictions set forth herein are reasonable in scope and essential to the business interest of each party. It is understood that violation of this agreement shall have irreparable consequences. Material and adverse effects on the party and damages arising from breach may be difficult to ascertain. Subject to the provisions of paragraph 15, Attorney's fees, the harmed party has the right to:
 - I. specific performance or injunctive relief; without requirement of a bond or proof of monetary damage or an inadequate remedy at law;
 - II. the recovery from the harming party gains from breaching the covenant and any damages suffered by the harmed party, to the extent ascertainable; and
 - III. reimbursement from the harming party of all cost incurred by the harmed party in enforcing the covenant or otherwise defending or prosecuting any mediation, arbitration, or litigation arising out of the covenant.

8. Background Check

The Company shall provide the School District with the complete name, social security number, date of birth, home address, telephone number, fingerprint card, such other information reasonably requested by School District to ensure compliance with the Jessica Lunsford Act, and payment to cover the cost of the background investigation for each employee. Company will not assign any employee who fails to meet statutory standards of a level II background investigation for individuals entering a school campus while students are present.

Prior to entering any of the School District's schools at any time when students may be present, Company will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by completing the fingerprint screening required of Company and all of its employees who provide services under this contract. Company shall contact the School District's Personnel Department at 772/219-1200 ext. 30242 to schedule an appointment for the screening. The fingerprint screening must be completed in advance of the Company providing any services. The Company will bear the cost of



acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Company and its employees. Company will provide School District a list of its employees. Company will update these lists in the event that any new employees are added and Company agrees that new employees shall be fingerprinted. Company agrees that in the event any employee is convicted of a criminal offense, the Company will notify the School District within forty-eight (48) hours.

The parties agree in the event that Company fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the School District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Company agrees to indemnify and hold harmless the School District, its officers and employees from any liability whatsoever resulting from Company's failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

9. Assignability

This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any entity with which the Company may be merged or which may succeed to its assets or business.

10. Entire Agreement

This Agreement constitutes the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

11. Amendment

This Agreement may be amended or modified only by a written instrument executed by the Company and the School District.

12. Partial Invalidity

If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not be affected thereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

13. Counterparts; Facsimile

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A party's receipt of a facsimile signature page to this Agreement shall be treated as the party's receipt of an original signature page.

14. Titles and Heading

Titles and headings to sections herein are for purposes of reference only, and shall in no way limit, define, or otherwise affect the provision herein.

15. Attorneys' Fees

If it becomes necessary to enforce this Agreement in any proceeding, the prevailing party shall be entitled to recover from the other party attorney's fees (including fees incurred consulting an attorney prior to the institution of such proceeding and cost.)

16. Parties Acknowledgments

The parties acknowledge and agree to each of the following items:

- a. It is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else
- b. It has carefully read this Agreement. It has asked any questions needed for it to understand the terms, consequences and binding effect of this Agreement and fully understand them
- c. It sought the Advice of an attorney of its choice if it wanted to before signing this Agreement.



17. Indemnification: Company agrees to indemnify and hold harmless School District, its officers and employees from any liability, including costs of litigation and attorney's fees, for death, injury or property damage caused by negligent or intentional acts of Company, its employees, contractors or officers in the performance of duties established in this contract.

The Contractor hereby assumes, releases and agrees to indemnify, defend, protect and save School District, its Officers, Board Members, Employees and Agents harmless from and against any loss of and/or damage to the property of Contractor, and all loss and/or damage on account of injury to or death of any persons whatsoever arising in any way from negligence or willful misconduct of Contractor, its employees, agents or independent contractors.

[Signature Page Follows]



SIGNATURE PAGE TO SERVICE AGREEMENT

COMPANY:

COMMUNITY REHAB ASSOCIATES, INC., A Florida Corporation
3950 3rd Street North, Suite D
Saint Petersburg, Florida 33703

By: Kelly McDonnell

Name: Kelly McDonnell

Title: Director of Services

Date: 06/25/12

SCHOOL DISTRICT:

SCHOOL BOARD OF MARTIN COUNTY, FL
500 East Ocean Boulevard
Stuart, Florida 34494

By: _____

Name: _____

Title: _____

Date: _____

SCHOOL DISTRICT:

SCHOOL BOARD OF MARTIN COUNTY, FL
500 East Ocean Boulevard
Stuart, Florida 34494

By: _____

Name: _____

Title: _____

Date: _____



THERAPY REQUEST FORM

MARTIN COUNTY SCHOOL DISTRICT, FL Therapy Request

Date: _____

Positions Needed	
Hrs/ Week	
Scheduled Hours	
Extent of Therapy	(Include Dates)
Coverage Area	(Include Schools and Locations)
Requirements	(Education, Experience, Licensure, & Certification)

MARTIN COUNTY SCHOOL DISTRICT, FL

Contact

Name: _____

Department: _____

Phone: _____

Email: _____

Signature: _____

[END SERVICE AGREEMENT]



**School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012**

Agenda Item # 11.11

1. **AGENDA ITEM:** Agreement-Martin Girls Academy for meals
 X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** To provide meals to Martin Girls Academy for the 2012-2013 school year. Federal reimbursement and cash payments (approx. \$17,000) cover all costs of meals. Recommend to approve.

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ _____
 Source: _____

APPROVED
 JUL 02 2012
Vonda Moonier
 SIGNATURE

4. **REQUIRED SIGNATURES:** by signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Vonda Moonier, Director of Food Services
 Type or Print Name

Signature

Director/Principal: Steve Weil, Executive Director of Operations
 Type or Print Name

Signature

Exec. Director or Asst. Superintendent: Frank Raffone, Assistant Superintendent
 Type or Print Name

Signature

Finance Review: Bryan Thabitt
 Required if Financial Impact

Signature

Legal Review:
 Required for Contracts

Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A.

Form Revised 12-1-10

THE SCHOOL BOARD OF MARTIN COUNTY, FL



1050 E 10th Street, Building 13, Stuart, FL 34996 • Telephone: (772) 223-2655 • Fax: (772) 219-1268

Office of: *Vonda Moonier, Director Food and Nutrition Services*

Memorandum of Agreement 2012-2013

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

The School Board of Martin County, FL whose address is 500 East Ocean Boulevard, Stuart, FL 34994, agrees to furnish to Martin Girls Academy whose address is 800 SE Monterey Blvd, Stuart, Florida 34994:

The following number of meals per day at the prices listed below:

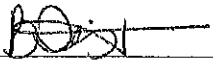
- A. 30 (estimated number of) Breakfasts per day @ no cost.
- B. 30 (estimated number of) Lunches per day @ no cost.
- C. 5 (estimated number of) Breakfasts per day @ \$ 1.75 per breakfast.
- D. 5 (estimated number of) Lunches per day @ \$ 2.75 per lunch.

Each meal is to meet the specifications as set forth by the National School Lunch Act. Delivery is to be available from August 15, 2012 through May 31, 2013, or until the program ends. These meals shall be picked up at Martin County High School at such time(s) as may be designated by the sponsor. If meal service will not begin until at least 1 hour after the meals are picked up, and then Martin Girls Academy agrees to provide adequate warming and refrigeration for meals. Adult meals may be ordered at the current adult meal price. Within five working days at the close of each month, the Food and Nutrition Services Department will submit an invoice to MGA for meals provided the previous month. Billing will be for anyone other than those who have been approved to receive at no cost meals under the National School Lunch Act. Martin Girls Academy agrees to make payment to the Martin County School District within 30 calendar days from receipt of invoice.

IN WITNESS WHEREOF: The parties hereto have caused this agreement to be executed by their duly authorized officers.

SPONSOR

THE SCHOOL BOARD OF MARTIN COUNTY

By: 
Sponsor Representative
For: Martin Girls Academy

by: _____
School Board Representative
For: The School Board of Martin County, FL

WITNESS: 
Nancy Kline, Superintendent

WITNESS: _____

School Board Members: Dr. David L. Anderson • Maura Barry-Sorenson • Michael J. Busha • Laurie Gaylord • Susan J. Hershey



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 11.12

1. AGENDA ITEM: Approve 2012/2013 Student Exchange Agreement between The School Board of Okeechobee County, Florida and The School Board of Martin County, Florida.
X appropriate box(s): [] New [X] Renewal [] Addenda [] Presentation [] Grant \$ _____
2. BACKGROUND INFO./STAFF RECOMMENDATION: Allows students living in western remote areas of Martin County and parents employed by Okeechobee County School District to attend Okeechobee County schools after being released from Martin County School District. Staff recommends approval.
3. FINANCIAL IMPACT: Is there a financial impact (Finance Review Required)? [] YES [] NO
Is funding provided in approved budget? [] YES [] NO
What additional funding is required? Indicate Amount:
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: _____
Type or Print Name Signature

Director/Principal: _____
Type or Print Name Signature

Exec. Director or Asst. Superintendent: Dr. Frank Raffone
Type or Print Name Signature

Finance Review: Bryan Thabit
Required if Financial Impact Signature

Legal Review:
Required for Contracts Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A.

Form Revised 12-1-10

**STUDENT EXCHANGE AGREEMENT
2012-2013**

This agreement entered into between THE SCHOOL BOARD OF OKEECHOBEE COUNTY, FLORIDA, hereinafter "OKEECHOBEE" and THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, hereinafter "MARTIN " and;

WHEREAS, there are some students in OKEECHOBEE COUNTY whose parents/guardians are Martin County School District employees and find it more convenient for their child or children to attend school in MARTIN COUNTY, and;

WHEREAS, there are some students in MARTIN whose parents/guardians find it more convenient for their child or children to attend school in OKEECHOBEE COUNTY, and;

WHEREAS, both "OKEECHOBEE" and "MARTIN" accept such students, each from the other, on a basis of official action taken at a meeting of the school board of each county, and;

WHEREAS, it is the desire of both parties to memorialize this action by written contract, it is

THEREFORE, agreed between the parties as follows:

1. That each student may be released by the home county and may be accepted by the receiving county after a written request by the parent.
2. That said request is for one school year and must be renewed annually.
3. That either party may terminate this agreement upon thirty days' notice to the other.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by the Chairman of the Board of each school district and its Superintendent of Schools:

For: Martin County School Board

For: Okeechobee County School Board

Nancy Kline
Superintendent of Schools

Ken Kenworthy
Ken Kenworthy
Superintendent of Schools

Witness

Genie Arbagast
Witness

Date: _____

Date: 6-12-12



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item 12.01

1. AGENDA ITEM: Title I, Part A, Federal Grant Allocations
X appropriate box(s): [] New [X] Renewal [] Addenda [] Presentation [X] Grant \$ 3,867,951.00
2. BACKGROUND INFO./STAFF RECOMMENDATION:
Renewal of Title I, Part A Federal Grant Allocations
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [X] YES [] NO
Is funding provided in approved budget? [X] YES [] NO
What additional funding is required? Indicate Amount \$ -0-
Source: Federal Title I Part A

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Shela Khanal
Type or Print Name

Shela Khanal
Signature

Director/Principal: Shela Khanal
Type or Print Name

Shela Khanal
Signature

Exec. Director or Asst. Superintendent: Catherine Tedesco
Type or Print Name

Catherine Tedesco
Signature

Finance Review: Bryan Thabit
Required if Financial Impact

Bryan Thabit
Signature

Legal Review: [] REQUIRED
Required for Contracts [X] NOT REQUIRED

N/A
Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A and initial.

Form Revised 7/3/12

MARTIN COUNTY SCHOOL BOARD GRANT ABSTRACT/INFORMATION

Attached is an abstract explaining the general concept of a proposed grant application, in addition to specific information required for the Board to consider support of this grant application. The complete grant application will be available in the Superintendent's Office for the Board's review.

GRANT TITLE: Title I, PART A **Purpose:** The purpose of this funding is to ensure that all eligible students have a fair, equal, and significant opportunity to obtain a high quality education and reach, at a minimum, proficiency on challenging state academic achievement standards and state academic assessments, and have access to the appropriate support services to ensure their continued education.

Grant Writer(s): Shela Khanal, Patricia Schmoyer

School/Dept.: Title I **Phone** 219-1200 ext. 30279

Contact Person(s): SHELA KHANAL **Phone** 219-1200 ext. 30277

Due Date of Grant Application: JULY 31, 2012

Funding Source: Florida Department of Education **Amount:** \$3,867,951.00

Federal X **State** _____ **Local** _____

Other _____ **Specify** _____

Name / Agency: Florida Department of Education

Address of Funding Source: FLDOE, 325 West Gaines Street
Tallahassee, FL 32399

Type of Grant: Federal Entitlement

X **Non/Match Grant**

_____ **Match Grant**

MCSB Match % 0 **Dollars** _____ **In-Kind** _____

Interagency Match % 0 **Dollars** _____ **In-Kind** _____

Grant Funds 100%

_____ **Grant Continuation**

Annual X

Renewal _____

Amendment _____

Enhancement _____

Upon receipt of Grant award

June 30, 2013

Starting Date of Grant

Ending Date of Grant

The complete Grant Package will be available in the Superintendent's Office for the Board to review on July 31 2012.

ABSTRACT

Title I Part A

The purpose of this funding is to ensure that all eligible students have a fair, equal, and significant opportunity to obtain a high quality education and reach, at a minimum, proficiency on challenging state academic achievement standards and state academic assessments, and have access to the appropriate support services to ensure their continued education.

Budget Narrative

Funding is used to supplement in the following areas:

stipends, salaries for before tutoring, extended instructional activities, parent involvement, professional development, and transportation.

Instructional materials to support the programs are also funded through Title grants.

All activities/strategies are research based and meet Florida Department of Education grant specifications.

Federal requirements and grant guidelines mandate that equitable services are available for Title I students attending qualifying private schools. Specific requirements are also included for *Supplemental Educational Services* through tutoring.

All amounts listed are subject to change based on final allocation and application approval.



**School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012**

Agenda Item 12.02

1. **AGENDA ITEM:** Title I, Part C, Federal Grant Allocations

X appropriate box(s): New Renewal Addenda Presentation Grant \$ 73,372.00

2. **BACKGROUND INFO./STAFF RECOMMENDATION:**
Renewal of Title I, Part C Federal Grant Allocations

3. **FINANCIAL IMPACT:**
Is there a financial impact (Finance Review Required)? YES NO
Is funding provided in approved budget? YES NO
What additional funding is required? Indicate Amount \$ -0-
Source: Federal Title I Part C

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Shela Khanal
Type or Print Name

Shela Khanal
Signature

Director/Principal: Shela Khanal
Type or Print Name

Shela Khanal
Signature

Exec. Director or
Asst. Superintendent: Catherine Tedesco
Type or Print Name

Catherine Tedesco
Signature

Finance Review: Bryan Thabit
Required if Financial Impact

Bryan Thabit
Signature

Legal Review: REQUIRED
Required for Contracts NOT REQUIRED

N/A
Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Form Revised 7/3/12

MARTIN COUNTY SCHOOL BOARD GRANT ABSTRACT/INFORMATION

Attached is an abstract explaining the general concept of a proposed grant application, in addition to specific information required for the Board to consider support of this grant application. The complete grant application will be available in the Superintendent's Office for the Board's review.

GRANT TITLE: Title I, PART C Migrant Education Programs **Purpose:** The purpose of this funding is to ensure that all eligible students have a fair, equal, and significant opportunity to obtain a high quality education and reach, at a minimum, proficiency on challenging state academic achievement standards and state academic assessments, and have access to the appropriate support services to ensure their continued education.

Grant Writer(s): Patricia Schmoyer

School/Dept.: Title I Department **Phone** 219-1200 ext. 30279

Contact Person(s): Pat Schmoyer **Phone** 219-1200 ext. 30279

Due Date of Grant Application: JULY 31, 2012

Funding Source: Florida Department of Education **Amount:** \$73,372.00

Federal State _____ Local _____

Other _____ Specify _____

Name / Agency: Florida Department of Education

Address of Funding Source: FLDOE, 325 West Gaines Street
Tallahassee, FL 32399

Type of Grant: Federal Entitlement

Non/Match Grant

Match Grant

MCSB Match % 0 **Dollars** _____ **In-Kind** _____

Interagency Match % 0 **Dollars** _____ **In-Kind** _____

Grant Funds 100%

Grant Continuation

Annual

Renewal _____

Amendment _____

Enhancement _____

Upon receipt of Grant award

June 30, 2013

Starting Date of Grant

Ending Date of Grant

The complete Grant Package will be available in the Superintendent's Office for the Board to review on July 31 2012.

ABSTRACT

Title I Part C Migrant Education Programs

Funds for this project will be used to ensure that all eligible migratory children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum, proficiency on challenging Next Generation Sunshine State Standards and the Florida Comprehensive Assessment Test (FCAT), and have access to the appropriate support services to ensure their continued education.

Budget Narrative

Funding is used to supplement in the following areas: stipends, salaries for before tutoring, extended instructional activities, parent involvement, professional development, and transportation. Instructional materials to support the programs are also funded through Title grants.

All activities/strategies are research based and meet Florida Department of Education grant specifications.

All amounts listed are subject to change based on final allocation and application approval.



**School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012**

Agenda Item 12.03

1. **AGENDA ITEM:** Title I, Part D, Federal Grant Allocations

X appropriate box(s): New **Renewal** Addenda Presentation **Grant \$ 31,355.00**

2. **BACKGROUND INFO./STAFF RECOMMENDATION:**
Renewal of Title I, Part D Federal Grant Allocations

3. **FINANCIAL IMPACT:**
Is there a financial impact (Finance Review Required)? **YES** **NO**
Is funding provided in approved budget? **YES** **NO**
What additional funding is required? Indicate Amount \$ -0-
Source: Federal Title I Part D

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Shela Khanal
Type or Print Name

Shela Khanal
Signature

Director/Principal: Shela Khanal
Type or Print Name

Shela Khanal
Signature

**Exec. Director or
Asst. Superintendent:** Catherine Tedesco
Type or Print Name

Catherine Tedesco
Signature

Finance Review: Bryan Thabit
Required if Financial Impact

Bryan Thabit
Signature

Legal Review: **REQUIRED**
Required for Contracts **NOT REQUIRED**

N/A
Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** **YES** **NO**

All lines must be filled in or note N/A and initial. Form Revised 7/3/12

MARTIN COUNTY SCHOOL BOARD GRANT ABSTRACT/INFORMATION

Attached is an abstract explaining the general concept of a proposed grant application, in addition to specific information required for the Board to consider support of this grant application. The complete grant application will be available in the Superintendent's Office for the Board's review.

GRANT TITLE: Title I Part D

Purpose:

Grant Writer(s): Patricia Schmoyer

School/Dept.: MCSD TI Part D Phone 219-1200 ext. 30279

Contact Person(s): SHELA KHANAL Phone 219-1200 ext. 30277

Due Date of Grant Application: JULY 31, 2012

Funding Source: Florida Department of Education **Amount:** \$31,355.00

Federal _____ State _____ Local _____

Other _____ Specify _____

Name / Agency: Florida Department of Education

Address of Funding Source: FLDOE, 325 West Gaines Street
Tallahassee, FL 32399

Type of Grant: Federal Entitlement

Non/Match Grant

Match Grant

MCSB Match % 0 **Dollars** _____ **In-Kind** _____

Interagency Match % 0 **Dollars** _____ **In-Kind** _____

Grant Funds 100%

Grant Continuation

Annual

Renewal _____

Amendment _____

Enhancement _____

Upon receipt of Grant award

Starting Date of Grant

June 30, 2013

Ending Date of Grant

The complete Grant Package will be available in the Superintendent's Office for the Board to review on July 31 2012.

ABSTRACT

Title I Part D

To support the operation of local educational agency (LEA) programs that involve collaboration with locally operated facilities to carry out high quality educational programs to prepare eligible children and youth for secondary school completion, training, employment, or further education; to provide activities to facilitate the transition of such children and youth from the correctional programs, as well as programs that may serve at-risk children and youth.

Budget Narrative

Funding is used to supplement in the following areas:

stipends, salaries for before tutoring, extended instructional activities, parent involvement, professional development, and transportation.

Instructional materials to support the programs are also funded through Title grants.

All activities/strategies are research based and meet Florida Department of Education grant specifications. All amounts listed are subject to change based on final allocation and application approval.

MARTIN COUNTY SCHOOL BOARD GRANT ABSTRACT/INFORMATION

Attached is an abstract explaining the general concept of a proposed grant application, in addition to specific information required for the Board to consider support of this grant application. The complete grant application will be available in the Superintendent's Office for the Board's review.

GRANT TITLE: Title III

Purpose:

Grant Writer(s): Shela Khanal and Patricia Griffis

School/Dept.: _____ Phone 219-1200 ext. 30279

Contact Person(s): SHELA KHANAL Phone 219-1200 ext. 30277

Due Date of Grant Application: JULY 31, 2012

Funding Source: Florida Department of Education Amount: \$317,147.00

Federal X State _____ Local _____

Other _____ Specify _____

Name / Agency: Florida Department of Education

Address of Funding Source: FLDOE, 325 West Gaines Street
Tallahassee, FL 32399

Type of Grant: Federal Entitlement

X Non/Match Grant

_____ Match Grant

MCSB Match % 0 Dollars _____ In-Kind _____

Interagency Match % 0 Dollars _____ In-Kind _____

Grant Funds 100%

_____ Grant Continuation

Annual X

Renewal _____

Amendment _____

Enhancement _____

Upon receipt of Grant award

Starting Date of Grant

June 30, 2013

Ending Date of Grant

The complete Grant Package will be available in the Superintendent's Office for the Board to review on July 31 2012.

ABSTRACT

Title III

Funds for this project will ensure that students with limited proficiency in English learn the language and master challenging academic content standards. In general, Title III funds must be used in pursuit of this goal.

Budget Narrative

Funding is used to supplement in the following areas:

stipends, salaries for before tutoring, extended instructional activities, parent involvement, professional development, and transportation.

Instructional materials to support the programs are also funded through Title grants.

All activities/strategies are research based and meet Florida Department of Education grant specifications.

Federal requirements and grant guidelines mandate that equitable services are available for Title I students attending qualifying private schools. All amounts listed are subject to change based on final allocation and application approval.



**School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012**

Agenda Item # 13.01

1. AGENDA ITEM: Personnel Recommendations

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. BACKGROUND INFO./STAFF RECOMMENDATION:

All personnel recommendations are presented to the School Board for approval according to established policies. Approval is needed for the successful operation of the District and to maintain proper record keeping and management of employment records and data. Staff recommends approval of Personnel Recommendations.

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? YES NO

Is funding provided in approved budget? YES NO

What additional funding is required? Indicate Amount \$ _____
Source: _____

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Xenobia Poitier-Anderson _____
Executive Director of HRMD & Staff Development

Xenobia Poitier Anderson
Signature

Director/Principal: Gail Williams _____
Director of Personnel

Gail Williams
Signature

**Exec. Director or
Asst. Superintendent:** Dr. Frank Raffone _____
Assistant Superintendent

Frank Raffone
Signature

Finance Review: Bryan Thabit _____
Executive Director of Finance

Signature

Legal Review: REQUIRED
 NOT REQUIRED

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12.

Form Revised 11/30/09



THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

Schedule of Personnel Recommendations

July 17, 2012

ADMINISTRATIVE PERSONNEL

EMPLOYMENT

1	TBD,	Maintenace Manager	Maintenance	TBD	Repl. H. Beard
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CONFIDENTIAL & NON-BARGAINING PERSONNEL

CHANGES

1	Reynolds, Cynthia	Extended Day Manager	CLE	07/01/12	.39 to .41 salary index
2	Parriott, Susan	Extended Day Manager	JBE	07/01/12	.41 to .39 salary index
3	Rothgeb, Debra	Food Serivce Manager	JDP	06/18/12	IMS to JDP, Summer School

PROMOTIONS

4	Biondich, Deborah	Food Service Manager	Co Wide	08/08/12	Food Svc. Worker, HOMS to Co Wide Food Svc. Manager, New Position.
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TRANSFERS

5	Rothgeb, Debra	Food Service Manager	MCHS	08/08/12	SMS to MCHS, Repl. J. Powell
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INSTRUCTIONAL PERSONNEL

CHANGES

6	Fredericks, Allison	Teacher/Math	AMS	08/08/12	201 days to 196 days
7	Ortner, Lucie	Teacher/Social Studies	AMS	08/08/12	201 days to 196 days
8	Skowronski, Cassandra	Teacher/Language Arts	AMS	08/08/12	201 days to 196 days, Repl. C. Skowronski
9	Jeske, Trudy *	Teacher/Reading	HOMS	08/08/12	In-Field to Out-of-Field, US History Adv. & C/P

EMPLOYMENT

10	LeMaster, Jessica	Teacher/VE	BCE	08/08/12	Repl. J. Cooper
11	Starnes, Laura	Teacher/4th Grade	CLE	08/08/12	Repl. J. Bussell
12	Bable, George	Sub. Teacher	Co Wide	06/25/12	Summer School
13	Campos, Patricia	Sub. Teacher	Co Wide	07/01/12	
14	Howard, Michael	Teacher/Day Camp	ESC	06/29/12	Summer School
15	Buntin, William	Sub. Teacher	ESE	06/21/12	Summer School
16	Cooper, Jodi	Sub Teacher/ESE	ESE	06/21/12	Summer School
17	Dunworth, Edwina	Teacher/ESE	ESE	06/11/12	Summer School
18	Ricci, David	Teacher/Math	HOMS	08/08/12	Repl. E. Ashley
19	Schilb, Charles *	Teacher/Reading	HOMS	08/08/12	Repl. P. Ciufu
20	Stastny, Kelsey	Teacher/Math	HOMS	08/08/12	Repl. K. Lindenberger
21	Wagner, Laura	Teacher/Science	HOMS	08/08/12	Repl. L. Wagner

Schedule of Personnel Recommendations
July 17, 2012

22	Schofield, Nathalie	Teacher/5th Grade	HSE	08/08/12	Repl. T. Russo
23	Colon, Odell	Teacher/Spanish	JBHS	08/08/12	Repl. M. Mick
24	Castillo, Dorothy	Teacher/4th Grade	JDP	08/08/12	Repl. E. Gunderson
25	Costello, Dorothy	Teacher/Music	JDP	08/08/12	Repl. G. Conjelko
26	Farrell, Amy	Teacher/Math	MCHS	08/08/12	Repl. E. Thompson
27	Faulkner, Shanna	Teacher/Science	MCHS	08/08/12	Repl. S. Faulkner
28	Holling, Laura	Teacher/Language Arts	MCHS	08/08/12	Repl. P. Pacheco
29	Paine, Stephanie	Teacher/Math	MCHS	08/08/12	Repl. R. Wolfe
30	Silva, Cindy	Teacher/VE	MCHS	08/08/12	Repl. K. Bielicki
31	Ayres, Mary	Teacher/5th Grade	PCE	08/08/12	Repl. R. Robinson
32	Breakey, Kathleen	Teacher/1st Grade	PCE	08/08/12	Repl. J. Carlone
33	Griggs, Robert	Teacher/VE	PCE	08/08/12	New Position
34	Kryzda , Rita *	Teacher/Gifted	PCE	08/08/12	New Position
35	Pratt, Nancy	Teacher/Gifted	PCE	08/08/12	Interim Position, Repl. A. Strong
36	Timmer-Rogers, Robin	Teacher/2nd Grade	PSE	08/08/12	Repl. N. Millette
37	Bullington, Lisa	Teacher/ESE	PWE	06/14/12	Summer School
38	Carmody, Heather	Teacher/1st Grade	PWE	08/08/12	Repl. S. Sopher
39	Goldfarb, Monica	Teacher/ESE	PWE	06/14/12	Summer School
40	Reichenbach, Jamie	Teacher/3rd Grade	PWE	08/08/12	Interim Position, Repl. K. Brais
41	Taylor, Ellise	Teacher/5th Grade	PWE	08/08/12	Repl. B. Puderer-Sapienza
42	Evans, Efrem	Teacher/ROTC	SFHS	07/02/12	Repl. E. Warner
43	Schepman, Wendy	Teacher/Agriculture	SFHS	08/08/12	Repl. K. Krueger
44	Ely, Marie	Teacher/Math	SMS	08/08/12	Repl. C. Kerr
45	Churchill, Daniel	Adult Ed. Instructor	VACE	07/01/12	Temporary Position
46	Delcourt, Anu	Adult Ed. Instructor	VACE	08/08/12	Temporary Position
47	Dubois, Dee	Adult Ed. Instructor	VACE	07/01/12	Temporary Position
48	Purdy, Mary Ellen	Instructor	VACE	07/01/12	Temporary Position

Schedule of Personnel Recommendations
July 17, 2012

49	Galarza, Lilia	Teacher/KG	WES	08/08/12	Interim Position, Repl. L. Smith
50	Goddard, Jennifer	Guidance Counselor	WES	07/30/12	Repl. R. Cooper
51	Thomas, Ana	Teacher/2nd Grade	WES	08/08/12	Interim Position, Repl. E. Atkinson

SEPARATIONS

52	Kesselman, Marilyn	Teacher/Gifted	FAWE	09/30/12	Retirement
53	Huffman, Christine	Teacher/Reading	HOMS	05/29/12	Retirement
54	Geraghty, Michael	Teacher/Science	JBHS	05/29/12	Resignation
55	Van Wagner, Robert	Media Specialist	JBHS	07/15/12	Resignation
56	Stout, Suzanne	Teacher/4th Grade	JDP	06/25/12	Resignation
57	Kelly, Eileen	Teacher/Art	PWE	09/30/12	Retirement
58	Krueger, Keith	Teacher/Agriculture	SFHS	07/31/12	Retirement
59	Braun, Meghan	Teacher/KG	SWE	05/29/12	Resignation
60	Burrage, Jennifer	Teacher/4th Grade	SWE	05/29/12	Resignation

STIPENDS

61	Ciufo, Patience	Instructional Planning	HOMS	06/18/12	Summer School
62	Hurt, Tracey	Instructional Planning	HOMS	06/18/12	Summer School
63	Kirsch, Julie	TWC Program Facilitator	MMS	08/15/12	Temporary Position, Tiger Woods Learning Center
64	Lynch, Elizabeth	TWC Program Facilitator	MMS	08/15/12	Temporary Position, Tiger Woods Learning Center

SUPPLEMENTS

65	Sailer, Kathryn	Elementary Safety Patrol	PSE	12/13 SY	Split/w A. Figari, Repl. T. Gannon
66	Viccaro, Holly	Academic Games/Linguistik	PWE	12/13 SY	Same as 11/12 SY
67	Murphy, Stephanie	Cheerleading Football Coach	SFHS	12/13 SY	Repl. L. McCaughey

TRANSFERS

68	Donaldson, Jacqueline	Teacher/PE	AMS	08/08/12	SFHS to AMS, Repl. N. Smith
69	Schnitzer, Julie	Teacher/VE	BCE	08/08/12	Challenger to BCE, New Position, Non-Discretionary Budgets
70	Hibberd, Elizabeth	Teacher/Reading	HOMS	08/08/12	AMS to HOMS, Repl. G. Carson
71	Creager, Barbara	Teacher/Adult Ed.	Instructional Services	08/08/12	MCHS to Adult High School, New Position
72	Froehling, Elizabeth	Guidance Counselor	Instructional Services	08/08/12	MCHS to Adult High School, New Position

Schedule of Personnel Recommendations
July 17, 2012

73	Polak, David	Guidance Counselor	JBHS	07/30/12	SFHS to JBHS, Repl. K. Tatje
74	Zarnowiec, Susan	Teacher/Science	JBHS	08/08/12	VE Teacher, IMS to Science Teacher, JBHS, Repl. N. Fielder
75	Jacarusso, Cheryl	Teacher/3rd Grade	PWE	08/08/12	Ed. Para., SWE to Teacher, PWE, Repl. A. Hazelton
76	Boudreaux, Cindy	Speech/Lang. Pathologist	Student Svcs	08/08/12	Speech Lang. Path., PWE to Speech Lang. Path., ESE

NON-INSTRUCTIONAL PERSONNEL

CHANGES

77	Martin, Julio	Ed. Para.	IMS	08/08/12	Hourly position to Salaried position
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EMPLOYMENT

78	Green, Brian	ESE Ed. Para.	Challenger	06/18/12	Summer School
79	Palmer, Tania	ESE Ed. Para.	Challenger	06/18/12	Summer School
80	Rosner, Lewis	ESE Ed. Para.	Challenger	06/18/12	Summer School
81	Manna, Rudolph C.	Sub. Custodian	Co Wide	07/02/12	
82	Flanagan, Jane	Sub. Extended Day Mgr.	JBE	06/18/12	Summer School
83	Safford, Sherri	Sub. Extended Day Asst. Mgr.	JBE	06/18/12	Summer School
84	Holden, Clifton	Lifeguard	MC Pool	06/18/12	New Position, Community Services, Hrly
85	Lacusky, Sara	Lifeguard	MC Pool	06/18/12	New Position, Community Services, Hrly
86	McGinn, Matthew	Lifeguard	MC Pool	06/20/12	New Position, Community Services, Hrly
87	Pazanski, Matthew	Lifeguard	MC Pool	06/18/12	New Position, Community Services, Hrly
88	Reardon, Matthew	Lifeguard	MC Pool	06/18/12	New Position, Community Services, Hrly
89	Archibald, Austin	Lifeguard	MCHS	06/12/12	New Position, Community Services, Hrly
90	Lago, Carlos	Custodian	MMS	07/02/12	Repl. V. Guerrero
91	Tomich, Steve	Custodian	PWE	07/02/12	Repl. L. Thomason, Extended Day funded
92	Carpenter-Perry, Sheila	ESE Ed. Para.	Sandy Pines	06/14/12	Summer School
93	Moreira, Galo	Ed. Para.	SFHS	08/08/12	Repl. C. Rodriguez
94	Simpson, Michelle	Secretary Level III	Student Svcs	07/03/12	Repl. L. Stahl
95	Hollis, Raquel	Custodian	SWE	07/02/12	Repl. R. Rivera
96	Nuffer, Grace	Secretary III	VACE	06252012	Repl. J. Jones

Schedule of Personnel Recommendations
July 17, 2012

PROMOTIONS

97	Felipe, Vivian	Home/School Liaison	PSE	08/06/12	Ed. Para, PWE to Home/School Liaison, PSE, Repl. Z. Sanchez
98	Casino, Lilly	Home School Liaison	PWE	08/01/12	Ed Para. to Home School Liaison, Repl. Y. Blanco.
99	Blanco, Yvonne	Secretary V	WES	07/02/12	PWE Home School Liaison to WES Secretary V, Repl. J. Neal

SEPARATIONS

100	McIntyre, Mary Lee	ESE Ed. Para.	AMS	05/29/12	Resignation
101	Alarde, Anthony	Head Painter	Maintenance	08/10/12	Retirement
102	Bartuska, Andrew	Lifeguard	MCHS	06/06/12	Resignation
103	Goldstein, Mollie	Lifeguard	MCHS	06/06/12	Resignation
104	Guerrero, Victor	Custodian	MMS	06/28/12	Resignation

TRANSFERS

105	Collins, Anne	Health Assistant	FAWE	08/08/12	SWE Health Asst. to FAWE Health Asst., Repl. K. Tuero
106	Foley, Terry	ESE Ed. Para	JBE	08/08/12	SMS to JBE, Repl. T. Paonessa



School Board of Martin County
 Agenda Item Request Form
 Board Meeting: July 17, 2012

Agenda Item # 13.03

1. **AGENDA ITEM:** Head Start Health Services Manager Job Description

X appropriate box(s): X New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:**

The Martin County Health Department terminated the Memorandum of Agreement for Head Start Nursing Services. In order to meet all the Head Start mandates in the health services area, the job description for Health Services Manager has been developed. The salary and benefit package for this job description approximates the amount the grant was paying the Health Department for these services. This is a crucial position for the Head Start Program with duties and responsibilities which are required to meet many federal mandates and timelines. The Policy Council approved the job description at their last meeting.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)? X YES NO

Is funding provided in approved budget? X YES NO

What additional funding is required? Indicate Amount \$ _____
 Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Deana H. Newson
Type or Print Name

Deana H. Newson
Signature

Director/Principal: Deana H. Newson
Type or Print Name

Deana H. Newson
Signature

Exec. Director or
 Asst. Superintendent: Catherine Tedesco
Type or Print Name

Catherine Tedesco
Signature

Finance Review: Bryan Thabit
Type or Print Name

Melena DeBarolomeo for Bryan Thabit
Signature

Legal Review: REQUIRED
 NOT REQUIRED

Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

SCHOOL BOARD OF MARTIN COUNTY

JOB DESCRIPTION

Head Start Health Services Manager

QUALIFICATIONS:

- (1) BA/BS Degree in nursing, public health, health administration, health education or other closely related health field preferred. Minimum of Associates Degree in nursing, public health, health administration, health education or other closely related health field.
- (2) Five years increasingly responsible experience in health services, with an emphasis on child health or community health.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to communicate orally and in writing using correct English usage, spelling, grammar, and punctuation.
Interpersonal and communication skills necessary to establish and maintain excellent internal and external client relationships.
Ability to use a computer and software to collect, record, retrieve data and prepare reports.
Knowledge of the important role of parents in decision-making; computer literate; ability to work with diverse population.
Ability to communicate in Spanish desirable.
Possess First Aid and CPR certificate or obtain within 90 days of employment.

REPORTS TO: Preschool Program Coordinator

JOB GOAL
To direct, manage, supervise, plan, and coordinate the health services programs and activities of the Head Start program; Coordinate assigned activities with other Head Start service areas and with outside agencies.

SUPERVISES: None

PERFORMANCE RESPONSIBILITIES:

- * (1) Assume management responsibility for all health and dental services of the Head Start program.
- * (2) Develop policies and procedures for the implementation of Head Start Performance Standards; assure compliance with Head Start Performance Standards and policies and procedures.
- * (3) Write the health services, safety and nutrition plans for Head Start in consultation with staff, parents and community health care providers.
- * (4) Serve as a liaison with community programs providing health related services to Head Start and other low-income families.
- * (5) Negotiate partnership agreements with community agencies for support and services to Head Start children, families, and programs.
- * (6) Develop and implement a process of on-going monitoring, including regular and frequent site visits, to assure each enrolled child receives required health and dental examinations and sensory screenings as required by Performance Standards; that all identified concerns receive appropriate follow up to resolution, and that children's health records are complete and accurate.

- * (7) Maintain confidentiality of information regarding students, families and staff in accordance with policies and legal requirements.
- (8) Develop and implement a process to assure that each staff member has an initial health evaluation that includes a screening for tuberculosis; that staff are re-screened for tuberculosis on the schedule recommended by local health authorities; that classroom staff have the required health and safety training, including pediatric first aid and CPR; and that documentation is maintained accurately and in a timely manner.
- * (9) Establish and maintain a Health Services Advisory Committee composed of representatives of Head Start parents, pediatric health care providers, dental care providers, nutrition service providers, mental health service providers, and children with disabilities.
- * (10) Provide and arrange parent and staff training; provide consultation and health education to parents of children with health care needs.
- * (11) Assure parent participation in the health services programs and activities in accordance with Performance Standards.
- * (12) Participate in the development of the Head Start budgets. Review financial transactions and monitor health service budget to ensure efficient operation and to ensure that expenditures remain within budget limitations.
- * (13) Prepare specifications for all health service equipment and supplies; order and oversee the distribution of equipment and supplies.
- * (14) Meet regularly with the Head Start Director, management team, family support services team leaders, and other staff as needed. Schedule and/or attend case conferences, parent conferences, case reviews, IEP/IFSP meetings(as needed), staff meetings, parent meetings, in-service and pre-service meetings, and other meetings.
- * (15) Provide initial and follow-up screenings (vision, hearing, height and weight) for enrolled Head Start Program students.
- * (16) Work in conjunction with center/site staff to complete and document initial and follow-up screenings.
- * (17) Document all action, completion and/or needs of the students.
- * (18) Refer parents/child to appropriate services for identified health needs and documents referrals.
- * (19) Make and monitor referrals to the Food and Nutrition Services Specialist for students with nutritional concerns.
- * (20) Administer first aid or other emergency care as necessary when on site.
- * (21) Review and check accuracy of student health data in Galileo and PIR report.
- * (22) Assist staff in ordering and maintaining health and first aid supplies.
- * (23) Provide Health Service Area orientation to all Head start employees in accordance with local and Head Start standards, policies and procedures.

EMPLOYEE QUALITIES/RESPONSIBILITIES

- * (24) Meet and deal effectively with the general public, staff members, students, parents, administrators and other contact persons using tact and good judgment.
- * (25) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- * (26) Ensure adherence to good safety standards.
- * (27) Maintain confidentiality of information regarding students, families and staff in accordance with policies and legal requirements.
- * (28) Model and maintain high ethical standards.
- * (29) Maintain expertise in assigned area to fulfill position goals and objectives.
- * (30) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

INTER/INTRA-AGENCY COMMUNICATION AND DELIVERY

- * (31) Exercise service orientation when working with others.
- * (32) Keep supervisor informed of potential problems or unusual events.
- * (33) Use effective, positive interpersonal communication skills.
- * (34) Respond to inquiries and concerns in a timely manner.
- * (35) Serve on school/district committees as required or appropriate.

SYSTEM SUPPORT

- * (36) Prepare letters and memos.
- * (37) Exhibit interpersonal skills to work as an effective team member.

- * (38) Follow federal and state laws as well as School Board policies, rules and regulations.
- * (39) Demonstrate support for the school district and its goals and priorities.
- * (40) Demonstrate initiative in identifying potential problems or opportunities for improvement.
- * (41) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- * (42) Participate in cross-training activities as required.
- * (43) Ensure compliance with pertinent legislation, regulations, and laws; ensure timely and accurate records and reporting of data to Federal and State authorities.
- * (44) Perform other duties as assigned.

PHYSICAL REQUIREMENTS:

Medium work: Lifting or exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force as frequently as needed.

See Job Description Supplement for Codes	
Physical Activity - occasionally	D, F-H, K, M, N, O, R
- frequently	A, B, C, E, L, S, T, U
- constantly	Q, V, P
Working Conditions	B, F, M
Materials, Tools and Equipment	A-H, P, T

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the district's approved compensation plan.
 Length of the work year and hours of employment shall be those established by the district.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

**Essential Performance Responsibilities*



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 14.01

1. AGENDA ITEM: Use of Facilities
X appropriate box(s): [] New [] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION: For Board review and approval
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [X] YES [] NO
Is funding provided in approved budget? [X] YES [] NO
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Michael Cosentino
Type or Print Name

Signature [Handwritten Signature]

Director/Principal: Julian G. (Jay) Angel
Type or Print Name

Signature [Handwritten Signature]

Exec. Director or Asst. Superintendent: Steve Weil
Type or Print Name

Signature [Handwritten Signature]

Finance Review: Bryan Thabit
Type or Print Name

Signature [Handwritten Signature: Helene DiBartolomeo for Bryan Thabit]

Legal Review: [] REQUIRED [] NOT REQUIRED

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

USE OF FACILITIES REQUESTS

School Board Meeting Date:

DATE: 17-Jul-12

TO: Nancy Kline, Superintendent

FROM: Jay Angel, Director of Facilities

RE: **USE OF FACILITIES APPROVAL**

We are asking for the approval of the following Use of Facilities requests:

Site	Requestor Name	Usage	Number of people	Date(s)	Time	Days	Total Cost Breakdown	School Sponsored Event?	Status
CGE	S. WESTON	CLASSROOM TUTOR	1	3/26, 3/29, 4/2, 4/5, 4/8, 4/12, 4/16, 4/19, 4/23, 4/26, 5/7, 5/10, 5/17, 5/18	2 - 3pm	MON, THUR	\$70 RENTAL \$63 INS	N	PAID
HOMS	S. BUTLER COASTAL MGMT. DANFORTH HOA	CAFÉ	150	12-Sep	6:30 - 8:30pm	WED	\$105 RENTAL \$30 CUSTODIAL	N	PAID
HSE	L. WILSON TUTOR	CLASSROOM TUTOR	1	5/29, 6/19, 6/26, 5/30, 6/20, 6/27	10:30 - 11:15am	TUE WED	\$30 RENTAL 27\$ INS	N	PAID
JBHS	M. JENKINS CHILI COOK-OFF FUNDRAISER FOR HAITI	CAFÉ	300	9/30	1 - 8pm	SUN	\$1225 RENTAL WAIVER REQUESTED \$210 CUSTODIAL \$315 SECURITY \$50 CONSUMABLE	N	PENDING

MCHS	V. ELLIOTT MCHS FOOTBALL CHEERLEADERS	GYM KIDDIE CAMP	50	10/6	1 - 4pm	SAT	\$225 RENTAL WAIVER REQUESTED \$120 CUSTODIAL	Y	PENDING
MCHS	R. STEVENS MCHS CROSS COUNTRY CLUB	TRACK	500	10/6	7 - 7pm	SAT	\$550 STADIUM RENTAL WAIVER REQUESTED \$360 CUSTODIAL	Y	PENDING
PCE	D. BROWN	CLASSROOM TUTOR	1	6/1, 6/7, 6/14, 6/21, 6/28, 7/28	1 - 2pm	FRI	\$30 RENTAL	N	PAID
SFHS	R. JACOBS TC VOLLEYBALL	GYM KIDDIE CAMP	40	MAY, JUNE, JULY	6 - 8pm	T-TH	\$4050 RENTAL WAIVER REQUESTED	Y	PENDING
SPECTRUM	ST. PAUL AME CHURCH	DINING AREA	300	AUG 11,12	8 AM-11 AM, 8 AM-6 PM	SAT, SUN	\$490 RENTAL, WAIVER REQUESTED, \$100 CONSUMABLES	N	PENDING

APPROVED

NANCY KLINE

SUPERINTENDENT

USE OF FACILITIES REQUESTS

School Board Meeting Date:

TO: Nancy Kline, Superintendent

DATE: 2-Jul-12

FROM: Jay Angel, Director of Facilities

RE: **USE OF FACILITIES UPDATE FOR ITEMS ON 6-19-12 AGENDA**

Site	Requestor Name	Usage	Number of people	Date(s)	Time	Days	Total Cost Breakdown	School Sponsored Event?	Status
HOMS	MURANO HOA	CAFÉ MEETING	75	6/28	7 - 9pm	TH	\$105 RENTAL \$60 CUSTODIAL	N	BOARD APPROVED 6-19, PAYMENT PENDING
HOMS	J. MOORE MC PARK & REC	GYM PRE-SCHOOL CAMP	20	7/9 - 7/13	8:30 - 12:30pm	M - F	\$1500 RENTAL WAIVER REQUESTED \$150 CUSTODIAL	N	BOARD APPROVED 6-19
HSE	W. DUNCAN TUTOR	CLASSROOM	1	6/12, 6/19, 6/26, 7/10, 7/17, 7/24	8-9am	TUES	\$30 RENTAL \$27 INS	N	PAID
HSE	L. WILSON TUTOR	CLASSROOM	1	3/21 - 5/9	3-3:45pm	VARIED 23 SESSIONS	\$115 RENTAL \$103.50 INS	N	PAID
JBHS	R PATRICK KELLY STUART FALCONS	GYM	70	7/16 - 7/27	5:30-7:30pm	M,W,TH	\$2800 RENTAL WAIVER REQUESTED \$240 CUSTODIAL \$50 CONSUMABLE	N	BOARD APPROVED 6-19, PAYMENT PENDING
JBHS	R PATRICK KELLY STUART FALCONS	G	15	7/16 - 7/20	9 - 12pm	M - F	\$2625 RENTAL WAIVER REQUESTED \$150 CUSTODIAL \$50 CONSUMABLE	N	BOARD APPROVED 6-19, PAYMENT PENDING

JBHS	BROADWAY BABIES CAMP A. SCHWARZ	AUD CLASSROOM	40	6/4 - 6/22 6/21 6/22	8:30 - 3:30pm 6 - 9pm 6 - 10pm	M - F	\$9120 RENTAL WAIVER REQUESTED \$240 CUSTODIAL (PERFORMANCES) \$850.00 CONSUMABLE	N	PAID
JBHS	M. GAVITT	TRAINING LAB 110 & 135	44	6/11 - 6/14 6/18 - 6/21	8 - 4pm 8 - 4 pm	M - TH M - TH	\$50 CONSUMABLE	Y	BOARD APPROVED 6-19, PAYMENT PENDING
JBHS	M SAWTELLE	VOLLEYBALL CAMP GYM	50	7/23 - 7/27	8 - 2pm	M - F	\$5250 RENTAL WAIVER REQUESTED \$180 CUSTODIAL \$50 CONSUMABLE	N	BOARD APPROVED 6-19, PAYMENT PENDING
JBHS	M GAVITT	CLASSROOM, LABS MEDIA AND CAFÉ	300	731 - 8 /7	8 - 4pm	TUE-TUE	\$50 CONSUMABLE	Y	BOARD APPROVED 6-19, PAYMENT PENDING
MCHS	HEATHER JACKSON LESLIE MARDER MC BOYS BB BOOSTER CLUB	GYM SUMMER BB CAMP AND EXT DAY	65	7/23 - 7/27	8:30 - 4:30pm	M - F	\$3000 RENTAL \$250 CONCESSION WAIVER REQUESTED \$150 CUSTODIAL \$75 CONSUMABLE	Y	PAID
MCHS	J. ZEBIB	CAFÉ OPUS BANQUET	150	5/17/2012	3-10pm	THUR	\$120 CUSTODIAL	Y	PAID
MCHS	K. SCHMIDT MC VOLLEYBALL BOOSTER CLUB	GYM	60	7/30 - 8/2	9 - 4:30pm	M-TH	\$1650 RENTAL WAIVER REQUESTED \$120 CUSTODIAL \$75 CONSUMABLE	Y	BOARD APPROVED 6-19, PAYMENT PENDING
PCE	J HORNSTEIN	C,ASSROOM TUTOR	3	6/5, 6/12, 6/19, 6/26	9:30 - 10:30am	TUE	\$20 RENTAL \$ 18 INS	N	PAID
PWE	B FLANAGAN	CLASSROOM TUTOR	1	5/1 5/15 5/3,5/10,5/17,5/2 4	3:30-4:30pm 3:30 - 4:30pm 4:40 - 5:40pm	TUE THUR THUR	\$50 RENTAL \$45 INS	N	PAID

PWE	B FLANAGAN	CLASSROOM TUTOR	1	5/7 - 5-18	3:45 -4:45pm	MON FRI	NO FEE	Y	BOARD APPROVED 6-19
PWE	B FLANAGAN TUTOR	CLASSROOM	1	5/2, 5/16, 5/23	4-6pm	M, W	\$35 RENTAL \$31.50 INS	N	PAID
SWE	C. TARVIN TUTOR	CLASSROOM	1	5/1, 5/8	2 - 3pm	M, T	\$10 RENTAL \$9 INS	N	PAID
SWE	L. WICKERS	CLASSROOM	1	4/10, 4/12, 4/17, 4/19, 4/26	2-3pm	T-TH	\$25 RENTAL \$22.50 INS	N	PAID
SWE	J. FRANK TUTOR	CLASSROOM	1	5/1, 5/3, 5/8, 5/10, 5/11, 5/15, 5/16, 5/22	2 - 3 pm	T, TH, F	\$40 RENTAL \$36 INS	N	PAID



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 14.02*

1. AGENDA ITEM: Field Trip Requests
X appropriate box(s): X New [] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION: School Board Policy 2340 requires school fields trips outside a seventy-five (75) mile radius be approved by the School Board prior to the trip...
3. FINANCIAL IMPACT: Is there a financial impact (Finance Review Required)? [] YES X NO
Is funding provided in approved budget? N/A [] YES [] NO
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: N/A
Type or Print Name

Signature

Director/Principal: N/A
Type or Print Name

Signature

Exec. Director or Asst. Superintendent: Dr. Frank Raffone
Assistant Superintendent

Handwritten signature of Frank Raffone

Signature

Finance Review: N/A
Type or Print Name

Signature

Legal Review: N/A
Type or Print Name

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: X YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

FIELD TRIPS July 17, 2012							
School	Class	Sponsor	Transportation	Departing	Returning	Destination	Purpose
HOMS	Gifted Science	Howard	Charter bus	9/10/12	9/12/12	Key Largo, FL	Marine/ecology studies
SWE	Music	Willoughby	Charter bus	4/6/13	4/6/13	Orlando, FL	Disney performance
MCHS	Yearbook	McWilliams	Private vehicle	7/25/12	7/27/12	Orlando, FL	Yearbook planning, team building

Backup available for review in the Superintendent's Office.



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 14.04

1. AGENDA ITEM: Report of Released Purchase Orders greater than \$10,000.00:
X appropriate box(s): [X] New [] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION:
Purchase orders issued over \$10,000.00 on Board approved contracts or per SB Policy # 6320 Section II. A
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [X] YES [] NO
Is funding provided in approved budget? [X] YES [] NO
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Type or Print Name

Signature

Director/Principal: Jeff Carver, Director of Purchasing
Type or Print Name

Signature

Exec. Director or Asst. Superintendent: Steve Weil, Ex. Dir. Of Operations
Type or Print Name

Signature

Finance Review: Bryan Thabit
Required if Financial Impact

Signature: Mlene Di Bartolomeo for Bryan Thabit

Legal Review:
Required for Contracts

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A.

Form Revised 12-1-10

REPORT OF RELEASED PURCHASE ORDERS GREATER THAN \$10,000.00 FOR BOARD APPROVAL ON 07/17/2012

Purchases from 06/05/12 to 07/02/12

NO.	PO#	Date	Sch/Dept	Authority for Issuance of Purchase order	Vendor	\$ Amount	Description
1	12002865	06/05/12	FACILITIES	In accordance with MCSD Bid # 1003-0-2010/JC, MCSB approved revision on 5/15/12, Agenda Item # 16.01	New Light Electric, Inc. (Pt St Lucie, FL)	\$16,732.80	JBE Computer Lab Electrical for rooms 118A, 118B, 118C and 119D
2	12002867	06/05/12	ASST. SUPT.	Exempt per SB Policy # 6320 V A, purchases from other Public Entities bids or rfps. In accordance with PBCS Bid # 10C-19B, MCSB approved Piggyback on 5/25/11, Agenda Item # 16.01.j	Audio Visual Innovation, Inc. (Tampa, FL)	\$16,997.00	SMART Training Certification 5-days, SMART Training Education Course and SMART Training SMASVCTMTT2
3	12002870	06/06/12	RISK	In accordance with Section 5 of the Agreement dated 1/17/12	Carman Beauchamp & Sang (Boca Raton, FL)	\$10,250.00	Legal services related to Case # 510-2012-03383
4	12002871	06/06/12	RISK	In accordance with Section 5 of the Agreement dated 1/17/12	Carman Beauchamp & Sang (Boca Raton, FL)	\$10,250.00	Legal Services related to Case # 510-2012-02563
5	12002891	06/11/12	FOOD SERVICE	In accordance with Power Buying Group CO-OP RFP # 5001-0-2006/JK, MCSB approved renewal on 5/25/11, Agenda Item # 16.02.a	US Foods (Daytona Beach, FL.)	\$14,214.45	Food Products for SFHS
6	12002893	06/11/12	FOOD SERVICE	In accordance with Power Buying Group CO-OP RFP # 5001-0-2006/JK, MCSB approved renewal on 5/25/11, Agenda Item # 16.02.a	US Foods (Daytona Beach, FL.)	\$14,550.52	Food Products for HOM
7	12002895	06/11/12	FOOD SERVICE	In accordance with Power Buying Group CO-OP RFP # 5001-0-2006/JK, MCSB approved renewal on 5/25/11, Agenda Item # 16.02.a	US Foods (Daytona Beach, FL.)	\$14,482.68	Food Products for JBHS
8	12002896	06/11/12	FOOD SERVICE	In accordance with Power Buying Group CO-OP RFP # 5001-0-2006/JK, MCSB approved renewal on 5/25/11, Agenda Item # 16.02.a	US Foods (Daytona Beach, FL.)	\$13,957.43	Food Products for AMS
9	12002920	06/14/12	WHSE	In accordance with MCSD Bid # 1001-0-2010/JC, MCSB approved renewal on 9/20/11, Agenda Item # 16.01.b	Southern Janitor Supply, Inc. (Melbourne, FL)	\$15,201.96	(200) 5 gallon pails of Floor I-Shine Wax, (28) 5 gallon pails of sealer/finisher and (72) pails of Stripper/Emulsifier
10	12002923	06/14/12	RISK	In accordance with Section 5 of the Agreement dated 1/17/12	Carman, Beauchamp & Sang PA (Boca Raton, FL)	\$20,000.00	Legal Services Related to Claim # 550-090971

REPORT OF RELEASED PURCHASE ORDERS GREATER THAN \$10,000.00 FOR BOARD APPROVAL ON 07/17/2012 (Cont'd)

Purchases from 06/05/12 to 07/02/12

NO.	PO#	Date	Cost Ctr.	Authority for issuance of Purchase order	Vendor	\$ Amount	Description
11	12002934	06/19/12	SFHS	Exempt per SB Policy # 6320 V A, purchases from other Public Entities bids, rfps. In accordance with FL State Contract # 425-001-12-1, MCSB approved Piggyback on 3/20/12, Agenda Item # 16.05	Huston's Office Supplies and Commercial Interiors (Stuart, FL)	\$35,859.03	Furniture for testing labs at SFHS
12	12002955	06/20/12	FACILITIES	Exempt per SB Policy # 6320 V A, purchases from other Public Entities bids, rfps. In accordance with FL State Contract # 360-240-06-1, MCSB approved renewal on 6/19/12, Agenda Item # 16.08	Tandus (Dalton, GA)	\$34,678.54	Provide and furnish labor and materials to replace existing Carpet at Bldg. # 4 at Hidden Oaks Middle
13	12002957	06/20/12	WHSE	In accordance with MCSB Bid # 1001-0-2010/JC, MCSB approved renewal on 9/20/11, Agenda Item # 16.01.b	Southern Janitor Supply, Inc. (Melbourne, FL)	\$18,964.80	(216) 5-Gallon Pails of Wax and (180) of Stripper/Emulsifier
14	12002970	06/20/12	FACILITIES	Exempt per SB Policy # 6320 V A, purchases from other Public Entities bids, rfps. In accordance with FL State Contract # 360-240-06-1, MCSB approved renewal on 6/19/12, # 16.08	Tandus (Dalton, GA)	\$19,105.63	Provide and furnish labor and materials to replace existing Carpet in rooms 110, 110A, 110C, & 110K at Seawind Elementary
15	12002983	06/26/12	TRANSP.	Exempt per SB Policy # 6320 V A, purchases from other Public Entities bids, rfps. In accordance with SLCS Treasure Coast CO-OP Bid # 08-39, MCSB approved 6/19/12, Agenda Item # 16.07	Glover Oil Co., Inc. (Melbourne, FL)	\$80,000.00	Unleaded Fuel
16	13000033	07/01/12	TRANSP.	Exempt per SB Policy # 6320 V A, purchases from other Public Entities bids, rfps. In accordance with SLCS Treasure Coast CO-OP Bid # 08-39, MCSB approved 6/19/12, # 16.07	Glover Oil Co., Inc. (Melbourne, FL)	\$250,000.00	Diesel Fuel
17	13000090	07/01/12	TRANSP.	Exempt per SB Policy # 6320 V A, purchases from other Public Entities bids, rfps. In accordance with FL Sheriff's Association CO-OP Bid # 11/13-05-0120, MCSB approved Piggyback on 3/15/11, Agenda Item #16.01.c	Boulevard Tire Center (Riviera Bch., FL)	\$50,000.00	Tires and Related Services
18	13000091	07/01/12	TRANSP.	Exempt per SB Policy # 6320 V A, purchases from other Public Entities bids, rfps. In accordance with Palm Beach County Schools Bid # 12C-14A, MCSB approved Piggyback on 10/18/11, Agenda Item # 16.01	Rechtien Int'l Trucks (Riviera Beach, FL)	\$25,000.00	Vehicle Parts

Educational Technology Purchases from 06/05/12 to 07/02/12

NONE



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 14.05.a

1. AGENDA ITEM: Head Start Policy Council Minutes for May 2012, and Financial Statements, Meal Counts and Enrollment Reports for May 2012

X appropriate box(s): X New [] Renewal [] Addenda [] Presentation [] Grant \$

2. BACKGROUND INFO./STAFF RECOMMENDATION: Staff recommends approval of the attached Head Start Policy Council Minutes, Financial Statement; Meal Counts and Enrollment Reports-May 2012

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? [] YES X NO

Is funding provided in approved budget? [] YES [] NO

What additional funding is required? Indicate Amount \$

Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Deana H. Newson
Type or Print Name

Signature of Deana H. Newson

Director/Principal: Deana H. Newson
Type or Print Name

Signature of Deana H. Newson

Exec. Director or Asst. Superintendent: Catherine Tedesco
Type or Print Name

Signature of Catherine Tedesco

Finance Review: Bryan Thabit
Type or Print Name

Signature of Niles DiDartolomeo for Bryan Thabit

Legal Review: [] REQUIRED [] NOT REQUIRED

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: X YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12.

Form Revised 11/30/09

RECEIVED

JUL 2 2012

FINANCE

Martin County School District Head Start Program Policy Council Minutes for May 18, 2012 meeting

The meeting was called to order at 8:41 a.m. by Carol Parlato

Roll Call:

MEMBERS PRESENT:

Argelia DeLeon, Lidia Vicente, Carol Parlato, Martha Goodrich, Danyella Lustosa, Rosa Nicolas

STAFF PRESENT: Deana Newson, Carol Gwyn-Williams, Jill Winder

MEMBERS ABSENT: Maria Pascual, Troshauna Mitchell, Mary Ann DeLeon, Maura Barry-Sorenson

Membership present met the required quorum.

Deana introduced Rosa Nicolas, a Mother Care Advisor for Healthy Start. Rosa was a former Head Start parent and 1 year Policy Council member. Rosa has accepted the open Community Representative position that was vacated by Carlos Velez from Father and Child. All members introduced themselves. *Martha Goodrich motioned to approve Rosa Nicolas as Policy Council Community Representative; Danyella Lustosa seconded the motion.*

Agenda Approved: The agenda for the May 18, 2012 meeting was reviewed. Ms. Newson requested that Self Assessment results be deleted from the agenda and selection of committee members for the Readiness Plan to be added to the agenda. *Danyella Lustosa motioned to approve Agenda as amended; Martha Goodrich seconded the motion.*

Minutes Approved: The minutes from the April 27, 2012 meeting were reviewed. *Lidia Vicente motioned to approve minutes; Martha Goodrich seconded the motion.*

New Business:

Ms. Newson discussed a new requirement from Head Start for a Readiness Plan. The members were asked to volunteer for a Readiness Plan committee. Martha, Carol, Rosa and Arjelia volunteered.

Travel: Ms. Newson requested approval for the following travel:

One Goal Summer Conference, July 18-20, 2012 in Tampa, FL. Approximately 10 employees would be attending. Attendance of staff may change due to summer vacation.

Martha Goodrich motioned to approve travel; Danyella Lustosa seconded the motion.

Enrollment and Attendance:

Head Start April enrollment 262

Head Start April wait list 188

Head Start April attendance 91.45%

Ms. Newson discussed a new program that will be introduced next year to encourage punctuality and attendance.

Food Service Report:

Head Start Meal Counts March:	Breakfast	4511
	Lunch	4490
	Total	9001

Fiscal: Jill Winder presented the P-Card and Financial Statements for April, 2012. Jill shared the substitute expenditure has increase due to Professional leave of three employees this past school year

Martha Goodrich motioned to approve all Reports; Lidia Vicente seconded the motion.

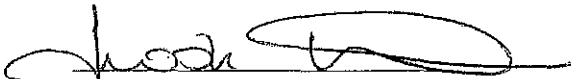
Personnel: Deana shared the resignation of Magnolia Hemingway and Leslie Smith and the retirement of Camille Geoghegan. Their replacements will require approval at a later date.

Management Update:

On behalf of Joan Bringger, Education Manager, Ms. Newson shared the Student Outcomes 1st, 2nd and 3rd aggregates and discussed the FLKRS scores.

Member Comments and Other: The parents requested to have more Kindergarten expectations shared with the families.

Business Meeting was adjourned at 9:44 a.m.



Troshauna Mitchell
Policy Council Chairperson

Martin County School District

Head Start Meal Counts

2011-2012

Site	Aug-11			Sep-11			Oct-11			Nov-11			Dec-11		
	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals
Salerno School House	557	565	1122	875	873	1748	852	849	1701	845	838	1683	711	705	1416
Salerno Learning Center	619	624	1243	952	953	1905	938	936	1874	944	945	1889	778	759	1537
Stuart Learning Center	420	422	842	660	666	1326	636	636	1272	629	630	1259	529	527	1056
Perkins Head Start	1460	1468	2928	2277	2271	4548	2148	2147	4295	2137	2128	4265	1822	1821	3643
TOTALS	3056	3079	6135	4764	4763	9527	4574	4568	9142	4555	4541	9096	3840	3812	7652

Site	Jan-12			Feb-12			Mar-12			Apr-12			May-12		
	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals
Salerno School House	884	878	1762	910	909	1819	737	738	1475	859	856	1715	838	821	1659
Salerno Learning Center	955	984	1939	992	979	1971	791	793	1584	932	931	1863	930	927	1857
Stuart Learning Center	613	610	1223	669	669	1338	512	517	1029	593	597	1190	568	564	1132
Perkins	2138	2117	4255	2242	2223	4465	1792	1785	3577	2127	2106	4233	2105	2100	4205
TOTALS	4590	4589	9179	4813	4780	9593	3832	3833	7665	4511	4490	9001	4441	4412	8853

Site	Grand Total for Year		
	Breakfast	Lunch	Totals
Salerno School House	8068	8032	16100
Salerno Learning Center	8831	8831	17662
Stuart Learning Center	5829	5838	11667
Perkins	20248	20166	40414
TOTALS	42976	42867	85843

Enrollment and Attendance Report

MARTIN COUNTY SCHOOL DISTRICT
PRESCHOOL PROGRAMS

ENROLLMENT 2011 - 2012	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
Head Start											
• Enrollment	263	270	270	269	267	269	268	264	262	261	
• Wait List	181	193	194	193	194	196	195	189	188	188	
• Perkins	121	126	126	126	124	125	125	124	123	122	
• Port Salerno Learning Center	54	54	54	54	54	54	54	54	54	54	
• Salerno School House	52	54	54	53	53	54	53	52	51	51	
• Stuart Learning Center	36	36	36	36	36	36	36	34	34	34	
VPK											
• Enrollment	184	189	189	186	185	185	183	180	173	172	
• Wait List	6	3	2	1	1	1	0	0	0	0	
• Citrus Grove	20	20	20	20	20	20	20	19	19	19	
• Palm City	38	38	39	39	40	40	40	39	39	39	
• Hobe Sound	20	20	20	20	20	20	20	19	17	17	
• Jensen Beach	37	39	39	38	36	36	37	37	34	34	
• Crystal Lake	38	40	40	39	39	39	38	38	38	38	
• Perkins - ESE/VPK	0	0	0	0	0	0	0	0	0	0	
• Perkins - Head Start/VPK	0	0	0	0	18	18	18	18	18	18	
• Port Salerno Learning Center	19	20	20	20	20	20	18	18	16	15	
• Port Salerno Learning Center - Head Start/VPK	0	0	0	0	11	11	11	9	9	9	
• Salerno School House - Head Start/VPK	0	0	0	0	5	5	5	5	4	4	
• Stuart Learning Center	12	12	11	10	10	10	10	10	10	10	
• Stuart Learning Center - Head Start/VPK	0	0	0	0	11	11	11	10	10	10	
AVG. DAILY ATTENDANCE											
Head Start	91.6%	90.90%	90.76%	89.76%	90.32%	90.00%	90.15%	90.94%	91.45%	90.49%	
VPK	95.0%	94.00%	94.07%	92.00%	93.27%	92.43%	93.09%	92.75%	93.43%	90.67%	

**MARTIN COUNTY SCHOOL BOARD
HEADSTART PROGRAM
BUDGET STATUS SUMMARY
AS OF
MAY 31, 2012**

REVENUES

DESCRIPTION	Acct. Number	Amended Budget	Actual Receipts Through 5/31/12	Uncollected Balance at 5/31/12	% of Budget Collected
<u>HEADSTART</u>					
OTHER FEDERAL DIRECT	3199	\$ 1,855,555.00	\$ 891,732.34	\$ 963,822.66	48.06%
SUBTOTAL - FEDERAL DIRECT		<u>1,855,555.00</u>	<u>891,732.34</u>	<u>963,822.66</u>	48.06%
 TOTAL REVENUE		 \$ 1,855,555.00	 \$ 891,732.34	 963,822.66	 48.06%
BEGINNING FUND BALANCE		-		-	
TOTAL EST. REVENUES AND FUND BALANCE		<u>\$ 1,855,555.00</u>		<u>\$ 1,855,555.00</u>	

APPROPRIATIONS

DESCRIPTION	Acct. Number	Amended Budget	Actual Expenditures Through 5/31/12	Available Balance at 5/31/12	% of Budget Expended
<u>INSTRUCTIONAL SERVICES</u>					
SALARIES	5000/100	\$ 808,298.36	\$ 404,991.60	\$ 403,306.76	50.10%
EMPLOYEE BENEFITS	5000/200	333,119.00	154,515.62	178,603.38	46.38%
MATERIALS AND SUPPLIES	5000/500	3,750.00	1,624.06	2,125.94	43.31%
OTHER EXPENSES	5000/700	23,816.64	21,192.33	2,624.31	88.98%
SUBTOTAL		<u>1,168,984.00</u>	<u>582,323.61</u>	<u>586,660.39</u>	49.81%
<u>PUPIL PERSONNEL SERVICES</u>					
SALARIES	6100/100	253,323.71	128,784.04	124,539.67	50.84%
EMPLOYEE BENEFITS	6100/200	106,626.00	54,658.91	51,967.09	51.26%
PURCHASED SERVICES	6100/300	47,390.00	10,427.32	36,962.68	22.00%
MATERIALS AND SUPPLIES	6100/500	4,001.29	3,626.71	374.58	90.64%
SUBTOTAL		<u>411,341.00</u>	<u>197,496.98</u>	<u>213,844.02</u>	48.01%
<u>INSTRUCTION & CURRICULUM DEVELOPMENT</u>					
SALARIES	6300/100	165,900.00	67,689.54	98,210.46	40.80%
EMPLOYEE BENEFITS	6300/200	43,430.00	17,339.03	26,090.97	39.92%
PURCHASED SERVICES	6300/300	250.00	44.96	205.04	17.98%
MATERIALS AND SUPPLIES	6300/500	3,525.00	1,438.28	2,086.72	40.80%
OTHER EXPENSES	6300/700	1,200.00	400.00	800.00	0.00%
SUBTOTAL		<u>214,305.00</u>	<u>86,911.81</u>	<u>127,393.19</u>	40.56%
<u>INSTRUCTIONAL STAFF TRAINING</u>					
EMPLOYEE BENEFITS	6400/200	1.68	1.68	-	0.00%
PURCHASED SERVICES	6400/300	21,798.32	6,877.51	14,920.81	31.55%
MATERIALS AND SUPPLIES	6400/500	1,800.00	1,781.70	18.30	98.98%
OTHER EXPENSES	6400/700	3,168.00	2,451.28	716.72	77.38%
SUBTOTAL		<u>26,768.00</u>	<u>11,112.17</u>	<u>15,655.83</u>	41.51%

APPROPRIATIONS

MARTIN COUNTY SCHOOL BOARD
 HEADSTART PROGRAM
 BUDGET STATUS SUMMARY
 AS OF
 MAY 31, 2012

DESCRIPTION	Acct. Number	Amended Budget	Actual Expenditures Through 5/31/12	Available Balance at 5/31/12	% of Budget Expended
FOOD SERVICE					
OTHER EXPENSES	7800/700	480.00	-	480.00	0.00%
		<u>480.00</u>	<u>-</u>	<u>480.00</u>	<u>0.00%</u>
TRANSPORTATION SERVICES					
PURCHASED SERVICES	7800/300	1,000.00	-	1,000.00	0.00%
SUBTOTAL		<u>1,000.00</u>	<u>-</u>	<u>1,000.00</u>	<u>0.00%</u>
OPERATION OF PLANT					
PURCHASED SERVICES	7900/300	25,020.00	8,979.78	16,040.22	35.89%
ENERGY SERVICES	7900/400	-	-	-	0.00%
MATERIALS AND SUPPLIES	7900/500	5,335.00	4,655.54	679.46	87.26%
SUBTOTAL		<u>30,355.00</u>	<u>13,635.32</u>	<u>16,719.68</u>	<u>44.92%</u>
COMMUNITY SERVICES					
MATERIALS AND SUPPLIES	9100/500	2,322.00	252.45	2,069.55	10.87%
		<u>2,322.00</u>	<u>252.45</u>	<u>2,069.55</u>	<u>10.87%</u>
TOTAL APPROPRIATIONS		\$ <u>1,855,555.00</u>	\$ <u>891,732.34</u>	<u>963,822.66</u>	<u>48.06%</u>
ENDING FUND BAL. PROJ. TO 5/31/12		<u>-</u>	<u>-</u>	<u>-</u>	

Notes:

Mcsd Headstart Program
 School Board Of Martin Co
 Attn: Jill Winder
 Stuart, FL 349978817



REGIONS

View Statement Customer Service Print Preview My Profile Exit Help
 05/31/2012 Transactions Select Account

Account Number Due Date Credit Limit Available Credit Total Amount Due Minimum Amount Due
 *****9188 06/15/2012 15,000 9,742.29 0.00 0.00

Average Daily Balance	Monthly Periodic Rate	Nominal Annual Percentage Rate	Annual Percentage Rate	Account Summary
			0.00%	Previous Balance 0.00
Purchases:			Days in this billing cycle 31	Purchases 0.00
0.00	0.0000%	0.00%	New Cash Advances 0.00	Cash Advances 0.00
Cash Advances:			Cash Advance Fee 0.00	Credits 0.00
0.00	0.0000%	0.00%		Payments 0.00
				Other Charges 0.00
				Finance Charges 0.00
				New Balance 0.00
Current Payment Due: 0.00			Past Due Amount: 0.00	Total Amount Due: 0.00

Post Date	Tran Date	Reference Number	Merchant Description	Amount
05/02/12	04/30/12	24445742122100480583815	Office Depot #1165 800-463-3768 FL	119.86
05/03/12	05/01/12	24445742123100404036352	Office Depot #1165 800-463-3768 FL	81.59
05/03/12	05/02/12	24129422123100000708885	Ampersand Graphics Stuart FL	140.00
05/03/12	05/02/12	24226382123360157425182	Wm Supercenter#1087 Stuart FL	31.24
05/04/12	05/02/12	24445742124100411349573	Office Depot #1165 800-463-3768 FL	43.44
05/07/12	05/03/12	24493982125200799300941	Lakeshore Learning Mater 310-537-8600 CA	190.50
05/07/12	05/03/12	24493982125200799300966	Lakeshore Learning Mater 310-537-8600 CA	332.00
05/07/12	05/03/12	24493982125200799300982	Lakeshore Learning Mater 310-537-8600 CA	597.60
05/07/12	05/04/12	24616772125980020737444	Teachstone Inc 434-292-3909 VA	70.00
05/07/12	05/04/12	24445002126600279056720	Car Pro Auto Spa Stuart FL	39.95
05/07/12	05/04/12	24445002126600279056803	Publix #241 Stuart FL	57.99
05/10/12	05/08/12	24445742130100252725677	Office Depot #1165 800-463-3768 FL	15.44
05/11/12	05/10/12	24906042131040100156780	Westin Harbour Island Tampa FL	6.42
05/11/12	05/10/12	24906042131040100156582	Westin Harbour Island Tampa FL	268.00
05/11/12	05/10/12	24906042131040100156590	Westin Harbour Island Tampa FL	271.21
05/11/12	05/10/12	24906042131040100156608	Westin Harbour Island Tampa FL	268.00
05/14/12	05/11/12	74906042132040100156248	Westin Harbour Island Tampa FL	(3.21)
05/17/12	05/15/12	24445742137100431591357	Office Depot #1165 800-463-3768 FL	6.20
05/17/12	05/15/12	24445742137100431591431	Office Depot #1165 800-463-3768 FL	22.58
05/17/12	05/16/12	24088022137138004145507	Atlantic Business Systems 321-2597575 FL	142.72
05/18/12	05/16/12	24445742138100440555970	Office Depot #1165 800-463-3768 FL	19.73
05/18/12	05/16/12	24445742138100440556051	Office Depot #1165 800-463-3768 FL	27.17
05/18/12	05/17/12	24226382138360518240463	Wm Supercenter#1087 Stuart FL	35.08
05/21/12	05/18/12	74445742140100506391519	Office Depot #1165 Weston FL	(22.58)
05/21/12	05/18/12	74906042139040100185836	Westin Harbour Island Tampa FL	(6.42)
05/24/12	05/22/12	24073142144900018600015	National Head Start Assoc 703-7390875 VA	800.00

05/25/12	05/23/12	24493982145200799304675	Lakeshore Learning Mater 310-537-8600 CA	1,248.00
05/29/12	05/24/12	24254772146466380200084	Mail Services Unlimite Stuart FL	31.75
05/30/12	05/29/12	24755422150161502709315	Irsc Main Campus 772-4624772 FL	511.10

The Above Listed Transactions Have Been Transferred To This Account's Associated Central Bill Account. The Net Balance Was 5,345.36

For Customer Service Contact Us Toll-free At (888)934-1087

For Billing Disputes Contact Us Toll-free At (888)934-1087

The Disputed Item Form Has Changed. Please Download The New Form By Logging Onto:

http://www.regions.com/virtualdocuments/disputed_items_form.pdf

Notice Of New Rules For Internet Gambling Transactions:

As Required By The Unlawful Internet Gambling Enforcement Act, Internet Or Online Gambling Transactions Are Prohibited From Being Processed Through This Account. We Reserve The Right To Decline Any Transaction That We Believe Is An Internet Or Online Gambling Transaction.

Top



School Board of Martin County
 Agenda Item Request Form
 Board Meeting: July 17, 2012

Agenda Item # 14.05.b

1. **AGENDA ITEM:** Community Needs Assessment 2012 Update

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** Each Head Start agency is required to conduct a comprehensive Community Needs Assessment every 3 years. The community assessment describes the context in which the Head Start Program operates. The assessment paints a picture of the community and describes the diverse needs of families who may receive services. The assessment addresses demographics, eligible children and families and their education, health, nutrition, and child care needs. It also includes prevalent community problems and existing resources. Head Start requires an annual update to the Needs Assessment in years two and three attached is the year two update.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)? YES NO

Is funding provided in approved budget? YES NO

What additional funding is required? Indicate Amount \$ _____

Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Deana H. Newson
 Type or Print Name

Deana H. Newson
 Signature

Director/Principal: Deana H. Newson
 Type or Print Name

Deana H. Newson
 Signature

Exec. Director or
 Asst. Superintendent: Catherine Tedesco
 Type or Print Name

Catherine Tedesco
 Signature

Finance Review: Bryan Thabit
 Type or Print Name

Nelva Di Bartolomeo for Bryan Thabit
 Signature

Legal Review: REQUIRED
 NOT REQUIRED

 Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

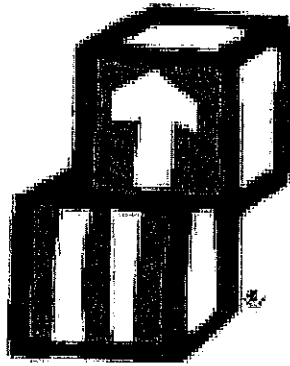
All lines must be filled in or note N/A and initial. Use Times New Roman **RECEIVED** Form Revised 11/30/09

JUL 2 2012

FINANCE



Martin County School District
Head Start Program
Community Needs
Update 2012



Martin County School District Head Start Program
3940 SE Salerno Road ~ Stuart, Florida 34997-8817
Phone (772) 219-1893 ~ Fax (772) 219-1896 ~ www.sbmc.org

Community Assessment Update

May 18, 2012

The Martin County Head Start families and their communities continue to face the challenges of a poor economy, poverty, immigration issues, and reduced services from collaborating community agencies due to budget cuts.

- During the 2011-2012 school-year, the **number of families living with relatives due to the economy has increased**. This increase was observed as Head Start staff completed income calculations and reviewed proof of income for selection.
- The number of Head Start families **experiencing immigration issues increased** this past year. An increased number of parents and families requested letters to document that their child was enrolled in the Martin County School District Head Start Program and that they had participated in school events. More undocumented families have reported to Head Start staff that they fear being deported. This past school year, local and state officials proposed legislation that would require law enforcement officers to check the immigration status of anyone during a criminal investigation. If found to be an illegal immigrant, the immigrant would be transferred to a federal center. Another state official has filled a bill that would allow the police to check immigration status during a stop if the officer suspects the person resides illegally in this country. Both local and neighboring county sheriffs have expressed concern with this bill. These officials have indicated they do not have the budget and the manpower to enforce these bills. They fear making illegal immigration a state crime would cause people not to report crimes for fear they would be deported.
- A larger number of children that withdrew from the program this school year listed the following reasons:

immigration issues

lack of transportation

parents relocating to seek employment

- **The Martin County unemployment rate was at 8.1% in April 2012; down from 10.3% in April 2011.** Although this is good news and more Martin County families are back to work and seeing signs of a recovery in the economy, most agree it is a slow recovery. Many of the jobs that are being created are low paying jobs. According to Economist William Fruth, Martin County's economy won't improve until 2020 unless the county adds high wage jobs at a faster rate than the county did in the previous decade. According to Fruth, the jobs won't come unless the county has space ready for major employers. "The Martin County community has a great task ahead of it," the report states. If it does nothing about its current economic structure, it will degenerate even further into a lackluster, low-wage servant-based economy (that) provides

little or no opportunity for quality employment for its current working age residents or the children who will be graduating from its high schools over the next few years.

The number of families helped by **the House of Hope has increased the past year:**

<u>Food Pantry</u>	<u>2011</u>	<u>2010</u>
Families served	4,573	3,893
Total requests for food	12,244	10,688
Average number of request per family	3.75	3.57
Adults served	17,177	14,048
Children served	782	582
Food distribution	179 tons	152 tons
Estimated meals provided	280,000	237,500

- The adverse effects of the economic downturn have a significant impact on Florida’s public school system, in which over **56 percent of students enrolled in the 2010-11 school year qualified for subsidized meals. In the Martin County School District, the percentage of public school students qualifying for subsidized meals increased from 38.97% for the 2010 -2011 school year to 40.50% for the 2011-2012 school year.**
- **Childhood obesity is still on the rise.** Indicators were noted both in our Head Start data and our self-assessment. Head Start Program staff continues to work closely with the Martin County Health Department to offer educational workshops for Head Start parents on healthy and nutritious eating. Head Start classroom staff continues to teach students about healthy and nutritious food choices and the importance of physical activities.
- **Transportation issues ranked high** on our self-assessment as being an issue for parents due to the high cost of fuel and the lack of reliable vehicles.
- Parents expressed a **desire for access to extended day services for Head Start students at the Salerno School House site and indicated they felt this would boost the Head Start waiting list at the site.** Program staff will explore the feasibility of offering this service.
- **Federal and state budgets cut \$3.3 million from the Treasure Coast Health Department in 2011** and the department may be facing more cutbacks in 2012 because of changes to Florida’s Medicaid program. Medicaid is a jointly funded, federal and state health insurance program for eligible low-income individuals and families. Treasure Coast Health Departments’ administrators said cuts in services to the Women, Infants, and Children’s Nutrition Program

(WIC) and other maternity and children programs have suffered the most. They indicate more budget cuts may be necessary in the coming years as Florida's new Medicaid law will require most of the state's three million Medicaid enrollees to join private health plans in 2012.

- **Martin County's foreclosure activity increased** from January 2011 to January 2012 by **46.9%**. Despite the overall decrease in foreclosure starts, Florida was among 27 states that posted year-over-year increases in foreclosure starts.
- **Parents interviewed in the March Self-Assessment** felt that Head Start had helped them become more involved in their child's learning and assisted them in seeking assistance with outside agencies. They indicated this helped them become more independent. Parents expressed interest in expanding Father Involvement activities and activities that would help them prepare their child for kindergarten.
- **Due to state budget cuts, the Martin County School District Adult Learning Center now charges parents a fee to** take GED classes and English classes for second language learners. Many parents have expressed the difficulty in paying these fees.

REFERENCES

Martin County School District Food Service Reports for 2010-2011 and 2011-2012

MARTIN COUNTY FORECLOSURE ACTIVITY INCREASED SLIGHTLY IN JANUARY by Paul Ivice, February 16, 2012. [Tc palm.com/news/2012/feb/16/martin-county-foreclosure-activity-increased-in/](http://tcpalm.com/news/2012/feb/16/martin-county-foreclosure-activity-increased-in/)

TCPALM@2012 Scripps Newspaper Group-Online

- Foreclosures decline in St. Lucie and Martin, rise in Indian River by Paul Ivice, May 17, 2012. New foreclosure numbers a mixed bag Posted:2/16/2012 by Ashleigh Walters
- Martin County needs high-wage job creation to thrive, economist says in report by Eric Pfahler, May 3, 2012 Local sheriffs have problems with proposed immigration bills, by Keona Gardner, Originally published 07:48 a.m. February 24, 2011 Updated 09:33p.m., February 27, 2011
- Feds, state cut \$3.3 million from Treasure Coast health departments, more cuts looming, by Nadia Vanderhoof, September 4, 2011
- Unemployment declines in Martin, St. Lucie, stays flat in Indian River by Paul Ivice, Friday, May 18, 2012
- Poverty, Homelessness Rising Sharply Among Florida Students, Florida Center for Investigative Reporting (URL:http://fcir.org/2012/02/12poverty-homeless-rising-sharply-among-florida-students/?utm_source=INN+Membership+utm_campaign=8a29cf67b7-INN_Weekly_Update_2_14_2012&utm_medium=email). News Report, McNelly Torres, Posted: Feb 27, 2012

www.hohmartin.org

www.realtytrac.com

MARTIN COUNTY SCHOOL DISTRICT HEAD START - PROGRAM IMPROVEMENT PLAN
SCHOOL YEAR 2012-2013
GRANT YEAR 2013

GOAL 1: Improve the implementation of family services and increase family involvement in program services

DESIRED OUTCOMES: Family services data will indicate a 10% increase in the number of families accessing needed services to meet family goals; data will indicate a 10% increase in family involvement.

ACTION STEPS	PERSON(S) RESPONSIBLE	RESOURCES	DATES
1. A parent participation agreement will be implemented with Head Start parents to increase family involvement in the program.	FCSM & FSWs	Parent participation letter/agreement	August 2012 – August 2013
2. FCSM will deliver training sessions for FSWs in the area of family engagement.	FCSM	Family Service Credential Training materials	August 2012 – August 2013
3. Provide additional training and follow-up sessions to FSWs on the Whole Child Connection	Family/Community Services Manager, FCSM	Whole Child Connection Director/Staff	August 2012 and ongoing
4. Maintain or increase the number of Father-Child activities which are currently at 4	FCSM	Director of Father and Child Resource Center; Head Start Calendar	August 2012- June 2013
5. Include evening as well as daytime parent education workshops <ul style="list-style-type: none"> • Service Area Managers and Resource Teachers will collaborate to provide parent workshops • Invite former HS parents to return after their child leaves the program, to encourage parents to become actively involved in the program 	FCSM, ESM, HSM, MHDSM, Resource Teachers	Head Start Calendar; Workshops	August 2012- May 2013
6. Invite the Director of Food Serve and/or the Nutritionist to a Policy Council Meeting to present and receive feedback from the members.	Director	Food Service Director and/or Nutritionist	November or December 2012
7. Provide school district lunch menus in easily accessible locations to families	HSM, FCSM, FSWs	MCSD Food Services; Site Offices, Family Service Offices, Parent Meetings, Conferences, Home Visits, Web Site, Classrooms and Offices	August 2012 – May 2013

MARTIN COUNTY SCHOOL DISTRICT HEAD START - PROGRAM IMPROVEMENT PLAN
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8. At parent meetings and workshops, encourage student attendance, and preventative health and dental care. Improve overall student attendance to reach 90% or higher each month.	HSM, FCSM, FSWs, Teaching Staff, Director, FCSM	Parent Committee Mtgs, Policy Council Mtgs., Workshops, Program Notices, Classroom Bulletin Board, Notices in Offices, Monthly enrollment reports.	July 2012 – May 2013
9. Improve the utilization of Galileo to capture family services data, completion of Head Start family requirements (FPA's, Home Visits, Whole Child goals) and to provide for tracking of completion of requirements	FCSM, FSWs; Data Entry Clerks, Director	ATI Online Training; ATI Staff, Computer Systems Operator, Perkins FSW's	July 2012 – May 2013
10. Staff will be trained on important community issues such as immigration, child abuse prevention and other support services offered to families in Martin County	FSW's, Community Partners, FCSM	Community Partners	August 2012- May 2013
11. Establish a widely representative team to create and distribute a monthly newsletter to parents	Director, Service managers	Curriculum Timeline, Head Start and District Calendar, ECKLC, T/TA	July 2012- May 2013

GOAL 2: Improve ERSEA processes

DESIRED OUTCOMES: Enrollment procedures will be completed according to the approved schedule; student non-attendance reporting will result in more timely action with the family

ACTION STEPS	PERSON(S) RESPONSIBLE	RESOURCES	DATES
1. Maintain ERSEA committee and develop a plan <ul style="list-style-type: none"> • Time line to be completed and approved • Continue to implement open enrollment months 	Director, Family/Community Services Manager, FSW's, ERSEA Committee	ERSEA Committee: Policy Council	September 2012 - November 2012 January/February 2013
2. Review enrollment templates to make any needed improvements and enter data in Galileo	Family/Community Services Manager; Data Entry Clerks	ERSEA Committee; ATI	December 2012
3. A specific timeline for recruitment, eligibility, enrollment, and selection will be developed for FSWs	FCSM	ERSEA guidelines and T/A	November 2012

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4. Train Family Service Workers, teaching staff, and Managers in policies and procedures for student attendance to reduce absences and improve attendance. Develop and implement an attendance incentive program for students.	FCSM	Training calendar, email to staff from FCSM. Training at staff orientation.	August 2012
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GOAL 3: Improve parent and staff involvement in the program health services component

DESIRED OUTCOMES: Dental Examination will be completed within 90 days; Children needing additional health screening will be referred to a physician within 14 days upon identification.

ACTION STEPS	PERSON(S) RESPONSIBLE	RESOURCES	DATES
1. Provide families with dental letters and forms during Phase 2 of the enrollment process to encourage summer visits to the dentist prior to the beginning of the school year. Encourage families to submit dental records	FSWs, HSM	HSM	Feb. 2012 – May 2013
2. Schedule dental screenings for Stuart area children to triage those most in need of earliest appointments for exam, cleaning, and treatment	HSM	MC Health Dept.	August - November 9, 2012
3. Train staff on health requirements, record maintenance, and necessary parent communication	HSM	MC Health Dept., MCSD , Head Start Standards, Polices & Procedures	Ongoing
4. Ongoing education and training of children, families and staff about the importance of early dental care, nutrition and preventative health care to include physical development and activities	HSM, FSWs, FCSM, ESM	Parent Committee Meetings and Workshops, Policy Council, IMIL Trainers, local dentist presentation; monthly newsletter; motivational classroom bulletin boards and incentives	August 2012-May 2013
5. Assist families with making and attending follow up appointments for children whose scores are below normal for vision and hearing	HSM, FSWs	MC Health Dept., FCHC, private optometrists	October 2012 – May 2013
6. Assist families with making and attending follow-up appointments for children who are at risk for obesity	HSM,FSW's	MCHD/FCHC/Private Pediatricians	October 2012- May 2013

**MARTIN COUNTY SCHOOL DISTRICT HEAD START - PROGRAM IMPROVEMENT PLAN
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7. Provide families literature and letters regarding their child's lead level status and assist with making and attending appointments to obtain serum lead levels	HSM/FSW's	MCHD/FCHC/Private Pediatricians	September 2012- May 2013
8. Provide timely information to parents and staff regarding changes in Medicaid. Assist parents in locating providers	HSM, FCSM, FSW's	Whole Child Connection, MCHD, FCHC and Private Providers	Ongoing
9. Develop and implement an asthma assessment tool to help identify children who may be at risk for asthma	HSM, FSW's	MCHD	Ongoing

GOAL 4: Improve classroom management skills and effective instruction of students*

DESIRED OUTCOMES: Student academic and social /emotional assessment scores will improve by 25%.

ACTION STEPS	PERSON(S) RESPONSIBLE	RESOURCES	DATES
1. Provide training and follow-up T/A to teaching staff on the following: <ul style="list-style-type: none"> • Utilizing assessment data to inform and improve instruction and to drive individualization • Setting appropriate Galileo baselines • Oral and expressive language • Transitions • Nature and Science • Classroom space utilization • Phonological awareness 	ESM, RT	RTs, Consultants, ESM, MHDSM	August 2012- April 2013
2. Provide ongoing training for staff in Conscious Discipline and Second Step. Monitor classroom staffs' utilization of Conscious Discipline and Second Step techniques and materials. Provide coaching as needed	ESM, RT's, FCSM	RTs, ESM, MHDSM, Consultants	August 2012 – May 2013
3. Implement multicultural learning centers that support family composition, and ethnicity/culture representation	Teaching Staff, ESM, FCSM	ESM, RTs, Bulletin Boards, Dramatic Play Items, Parents, FCSM	August 2012 – May 2013

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<p>4. Observe and provide feedback to teaching staff to strengthen positive teacher student relationships and interaction.(CLASS)</p> <ul style="list-style-type: none"> • Increase child directed activities • Increase positive student-teacher interaction especially in cafeteria and on the playground • Continued observation and improved documentation of children's daily behaviors 	RT, ESM, FCSM	ESM, RT, FCSM	August 2012 – May 2013
<p>5. Increase Kindergarten transition opportunities for staff, students and parents</p> <ul style="list-style-type: none"> • Head Start staff and Kindergarten teachers • Parent Committee Meeting • Transitioning workshops for parents • Continued classroom/student activities 	ESM, RTs, Site Managers, FCSM	ESM, RTs, Site Managers, FCSM, Elementary School Administrators	September 2012- May 2013

GOAL 5: All children will feel safe and supported in the classroom

DESIRED OUTCOMES: Social and Emotional student assessment scores in Galileo will increase by 20%

ACTION STEPS	PERSON(S) RESPONSIBLE	RESOURCES	DATES
<p>1. Each classroom will have a soft and safe space for children who need a place to regroup. Teachers will continue to receive training and/or direction on safe space utilization and Conscious Discipline materials</p>	MHDSM, ESM, RT's and Director	ESM, RTs, Conscious Discipline Materials	Ongoing
<p>2. Provide individual teacher training on Second Step curriculum for more fidelity in implementation</p>	MHDSM, Teachers, ESM, RT	Second Step Online Training, RT's,	Ongoing
<p>3. Provide follow-up training on challenging behaviors</p>	MHDSM	MHDSM, RT's, MHC, HPS, CBS, RT	Ongoing
<p>4. Provide Conscious Discipline training for all staff</p>	Director, MHDSM, ESM	Consultant, RTs, MHDSM, ESM Conscious Discipline Materials	August 2012- May 2013

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GOAL 6: All Children will experience success in the classroom

DESIRED OUTCOMES: In an inclusive educational setting, at least 10% of student population will be students with an Individualized Education Plan (IEP)

ACTION STEPS	PERSON(S) RESPONSIBLE	RESOURCES	DATES
1. Continue to provide training to teaching staff and to parents: <ul style="list-style-type: none"> • Identifying varying exceptionalities • Effective instruction and interventions to children with disabilities • Identifying "sensory" issues in children and implementing effective strategies • Teacher and parent roles in referral process 	MHDSM	ESE, MHDSM, DECA, Second Step, ESEducators	August 2012 May 2013
2. Second-year students on "watch" list will receive appropriate screening according to concerns	MHDSM, Teachers	ESM, MHDSM, RT, Teachers	September 2012 and Ongoing
3. Decrease the time it takes from referring a child until the child receives follow-up by: <ul style="list-style-type: none"> • Teacher training on student observation and recording sufficient and persuasive documentation to expedite the referral process • FSW's will open dialog with parents during phase 2 regarding their child's behaviors which may be indicative of a need for special services • FSW's will provide contact information to parents to facilitate further student evaluation 	MHDSM, FSW's	Head Start Parent Survey, Medical Home Form	Phase 2 and Ongoing
4. Provide training to FSW and/or staff needed to assist parents in correctly completing Social Developmental History Form; District Form# 264	MHDSM, FSW's, FCSM	MHDSM, FSW's, FCSM	September 2012 and Ongoing
5. Continue to communicate with responsible decision makers regarding the performance of mental health collaborative agencies	MHDSM, Director	MCSD	August 2012- May 2013

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GOAL 7: Improve grant management efficiency.

DESIRED OUTCOMES: Head Start continuation grant funding period will coincide with MCSD fiscal year

ACTION STEPS	PERSON(S) RESPONSIBLE	RESOURCES	DATES
1. Continue to seek additional funding through federal, state and local grants	Director	Fiscal Manager	July 2013 ongoing
2. Prepare and disclose non-federal share to date on monthly financial statements	Fiscal Manager	Tracking sheet	July 2013 ongoing

GOAL 8: Governance opportunities will be well attended

DESIRED OUTCOMES: Increase in parent involvement at Parent Committees; Policy Council meetings will be scheduled at times that will accommodate the most parents

ACTION STEPS	PERSON(S) RESPONSIBLE	RESOURCES	DATES
1. Continue to actively recruit parents for Parent Committee Meetings	FCSM, FSWs	ERSEA manual; ECKLC website; other programs	August 2012 – May 2013
2. Explore various dates and times to ensure that all Policy Council members have opportunity to participate regularly <ul style="list-style-type: none"> • Explain commitment and time available to volunteer for Policy Council at first Parent Committee Meeting prior to vote • Regularly check to see that meeting meets needs of all members 	FCSM, Director	Parents, Policy Council Members, Calendar of Meetings	September 2012- May 2013

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GOAL 9: Management systems support the implementation of quality services

DESIRED OUTCOME: Communication and reporting provides stakeholders important information

ACTION STEPS	PERSON(S) RESPONSIBLE	RESOURCES	DATES
1. Encourage parents to check for ongoing communication sent home with children in Head Start folders	All staff	Orientation, Arrival/Dismissal, Parent Committee Mtgs., Policy Council, Conferences, Home Visits, Newsletters, "arm-band" notices and stickers, white erase boards	August 2012 ongoing
2. Provide translation for Policy Council meetings and materials, as appropriate	Director	Staff translators; online translation services	August 2012 ongoing
3. Report child outcomes to staff, Policy Council and parents	Director, Managers	Galileo reports; Computer Operations, VPK Assessment Data	January 2013-May 2013
4. Continue to enter service area PIR data monthly and align with monthly manager reports	Director, Managers, Computer Operations	Galileo Preschool Online System	July 2012-August 2013
5. Update position descriptions	Director	MCSD Human Resources	March 2013



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 14.06

1. AGENDA ITEM: Approve Settlement Agreement with Renard Martin.

X appropriate box(s): X New [] Renewal [] Addenda [] Presentation [] Grant \$ _____

2. BACKGROUND INFO./STAFF RECOMMENDATION: The School Board constitutes the contracting agent for the school system according to Florida Law.

Staff recommends approval of this agreement.

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? [] YES [] NO

Is funding provided in approved budget? N/A [] YES [] NO

What additional funding is required? NONE Indicate Amount \$ _____
Source: _____

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Kim Sabol
Labor/Employment Representative

Signature: [Handwritten Signature]

Director/Principal:
Type or Print Name

Signature

Exec. Director or Asst. Superintendent: Dr. Frank Raffone
Assistant Superintendent

Signature: [Handwritten Signature]

Finance Review:
Type or Print Name

Signature

Legal Review: X REQUIRED
[] NOT REQUIRED

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: X YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12.

Form Revised 11/30/09

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of JULY, 2012, by the School Board of Martin County, Florida (School Board) and Renard Martin (Martin).

WHEREAS Martin has been and is a person employed by the School Board as a teacher; and

WHEREAS, an internal district investigation concluded that Martin committed misconduct in office and/or willful neglect of duty as well as violations of the Code of Ethics and the Principles of Professional Conduct of the Education Profession in Florida, State Board of Education Rule 6B-1.006(3)(a) and/or (b) and/or (e) for failure to make reasonable efforts to protect a student from conditions harmful to learning and/or the student's mental and/or physical health and/or safety;

NOW THEREFORE, in consideration of mutual covenants contained herein, the School Board and Martin, intending to be legally bound, do hereby stipulate and agree as follows:

1. That the above statements are true and correct to the best of the parties' knowledge and belief.
2. That, as a result of Martin's misconduct in office, neglect of duty and failure to maintain a standard of care for the supervision, control and protection of students commensurate with his assigned duties and responsibilities:
 - a. The School Board hereby imposes and Martin agrees to serve a two-day suspension without pay. The two days are May 11, 2012, and May 29, 2012.
 - b. Martin should realize the seriousness of his conduct and understand that future actions of the same or a similar nature will result in stronger disciplinary action being taken against him, up to and including termination.

Martin hereby consents to the foregoing suspension without pay and waives any right to hearing or other procedures arising under the Constitution, the Administrative Procedures Act or otherwise relating to such disciplinary action.

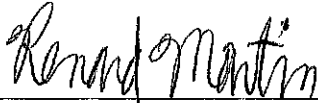
Martin understands that the terms and conditions of this Agreement in no way release him from complying with the rules, policies, regulations and procedures of the School Board. He is still subject to appropriate discipline for failure to comply with any such rule, policy, regulation or procedure.

Martin hereby acknowledges and agrees that he has received and reviewed this Agreement prior to its execution, has been afforded the opportunity to consult with legal counsel, and that he agrees to be bound by its terms and conditions.

EXECUTED as of the year, month and day above as written.

EMPLOYEE

THE SCHOOL BOARD OF
MARTIN COUNTY, FLORIDA



Renard Martin

Susan F. Hershey

Filed with the Clerk of the School
This ____ day of JULY, 2012.

Attest:

Pamela Busha

Nancy Kline, Superintendent
& ex officio Secretary to the School
Board of Martin County, Florida



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item #16.01

1. AGENDA ITEM: Request Board's Approval to Piggyback:
X appropriate box(s): [X] New [] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION:
Staff recommends approval to piggyback TCPN RFP # 10-16 for Disaster Restoration & Recovery Services.
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [X] YES [] NO
Is funding provided in approved budget? [X] YES [] NO
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Type or Print Name Signature

Director/Principal: Jeff Carver, Director of Purchasing Type or Print Name Signature

Exec. Director or Asst. Superintendent: Steve Weil, Ex. Director of Operations Type or Print Name Signature

Finance Review: Bryan Thabit Required if Financial Impact Signature

Legal Review: Required for Contracts Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A. Form Revised 12-1-10

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

2845 SE Dixie Highway, Stuart, Florida 34997-5037, Telephone: (772) 219-1255 Ext: 201 Fax: (772) 219-1267



Office Of: *Jeff Carver, Director of Purchasing*

Memorandum

TO: Martin County School Board Members
FROM: Jeff Carver, Director of Purchasing *JAC*
DATE: July 17, 2012
SUBJECT: Request approval to **Piggyback TCPN RFP 10-16, Disaster Restoration & Recovery Services from 7/17/12 through 8/19/13**

RFP OPENED: 7/22/10

AUTH. OF CONTRACT APPROVAL: 8/20/10

ORIGINAL CONTRACT PERIOD: 8/20/10 through 8/19/11 one year with four (4) annual renewals, this being the second of four.

BUDGET REFERENCE: District Wide Hurricane Remediation Budget

ESTIMATED EXPENDITURE: \$2,600,000.00 This figure can vary widely based on actual damage remediation costs. Staff will verify availability of budgeted funds prior to placing purchase orders.

SCOPE OF SERVICES: The awarded multiple vendors will provide comprehensive **Disaster Restoration & Recovery Services** on an as needed basis.

RECOMMENDATION: Accept TCPN's recommendation to renew **Disaster Restoration & Recovery Services with Cotton USA, under the same Terms and Conditions as originally agreed.**

Attachments: TCPN Authorization of Contract Award, Evaluation Tab, Questionnaire

c: Steve Weil, Ex. Director of Operations
Jay Angel, Director of Facilities

Purchasing/bids-rfps/13 Piggybacks 12 13/Disaster Recovery/TCPN RFP 10-16 brd ltr 7 17 12

Nancy Kline, Superintendent

School Board Members: *Dr. David L. Anderson • Maura Barry-Sorenson • Michael J. Busha • Laurie Gaylord • Susan J. Hers* P . 2 3 0
"An Equal Opportunity Agency"



Subject: Authorization of Contract Award

To: Andy Pechacek
 From: Jason Wickel
 Date: August 20, 2010

BACKGROUND INFORMATION

The Region 4 Education Service Center Board of Directors established The Cooperative Purchasing Network (TCPN) on June 17, 1997 to provide cooperative purchasing opportunities to school districts and public entities statewide. The Board of Trustees delegated responsibility for approval of new contracts to Region 4 ESC Deputy Executive Director, School Operations/CFO.

ADMINISTRATIVE CONSIDERATIONS

Award(s) of annual contract(s) in compliance with the bid laws of the State of Texas are recommended.

RECOMMENDATIONS

TCPN recommends the following contracts be awarded based on the Request For Proposal (RFP) process:

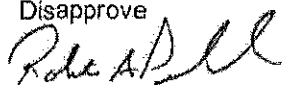
<u>Contract</u>	<u>Vendor</u>	<u>Term of Contract</u>
Disaster Restoration & Recovery Services	Belfor USA Group, Inc. Blackmon Mooring Services / BMS CAT CAS Companies, LP Cotton Commercial USA, Inc. Mooring Recovery Services Restoration Specialists ServPro of The Woodlands / Conroe Texas General Contractors, Inc.	One Year with four (4) annual renewals

ACTION REQUIRED

Support documentation has been attached for reference. Please indicate your decision below and return.

Approve

Disapprove



 Signature

 8/24/10
 Date

		Mooring Recovery Services	Power Vac America, Inc. (1)	Belfor USA	Restoration Specialists	Texas General Contractors	Roadrunner Restoration (2)	The Steam Team (3)	Blackmon Mooring Services, Ltd	ServPro	Cotton Commercial USA, Inc.	CAS Companies
Restoration		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recovery		Yes	No	Yes	Yes	Yes	No	Yes	No	No	No	Yes
Pricing factors as determined by TCPN	35	25	25	30	25	30	25	25	25	25	30	30
Ability to provide and perform the required services	25	25	10	25	25	25	18	15	25	25	25	25
Value Added Services	15	15	5	15	10	15	10	5	5	5	10	10
References	15	15	15	15	15	15	15	15	15	15	15	15
Technology for supporting the program	10	10	5	10	10	10	10	5	10	10	10	10
Score (max 100)	100	90	60	95	85	95	78	65	80	80	90	90

(Score Minimum 80 for award)

Notes:

- (1) Power Vac America Inc. does not have the scope of services that other proposers demonstrated.
- (2) Roadrunner Restoration has shown a lack of commitment to using cooperative contracts based on reference.
- (3) The Steam Team does not have the scope of services that other proposers demonstrated.

Evaluation committee for this contract:

Frank Norwood
Stuart Verdon
Doug Rupe
Jim Owens

TCPN
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TCPN

It is recommended that the following award of annual contract be made:

<u>Contract</u>	<u>Award</u>
Disaster Recovery & Restoration	Belfor USA Blackmon Mooring Services, Ltd CAS Companies Cotton Commercial USA, Inc. Mooring Recovery Services Restoration Specialists ServPro Texas General Contractors

Description	Mooring Recovery Services	Power Vac America, Inc.	Belfor USA	Restoration Specialists	Texas General Contractors	Roadrunner Restoration	The Steam Team	Blackmon Mooring Services, Ltd	ServPro	Cotton Commercial USA, Inc.	CAS Companies
Signature Form Completed and Signed	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y
1. Products/Services offered Nationwide	Y	N	Y	N	Y	N	N	Y	Y	Y	N
2. MWBE/HUB Participation											
MWBE	N	N	N	N	N	N	N	N	Y	N	Y
HUB Vendor	N	N	N	N	N	N	N	N	Y	N	blank
3. Provided Residency Information	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
4. Provided Felony Conviction Information	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
5. Provided Processing Information	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
6. Provided Distribution Channel	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
7. Provided Pricing Information											
Agrees to offer future contract pricing	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Pricing includes 2% fee	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y
Agrees to submit administrative fee	Y	Y	Y	Y	Y	Y	blank	Y	Y	Y	Y
Additional discounts for guaranteed quantity	Y	Y	Y	N	N	blank	Y	N	Y	N	N
8. Other Cooperative Contracts in Place	Non-Listed	Y	Y	Y	Y	Y	Non-Listed	Y	Y	Y	Y

Description	Mooring Recovery Services	Power Vac America, Inc.	Belfor USA	Restoration Specialists	Texas General Contractors	Roadrunner Restoration	The Steam Team	Blackmon Mooring Services, Ltd	ServPro	Cotton Commercial USA, Inc.	CAS Companies
Provided Company Official Registered Name	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Provided Company History	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Provided Company D&B Number	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Provided Company Organizational Chart	Y	Y	N	Y	Y	Y	N	Y	Y	Y	Y
Provided Corporate Office Information											
* Provided list of sales/service offices	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y
* Provided key contacts	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y
Provided Standard Terms of Payment	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Provided Competition Information	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
Provided Market Share	N	N	N	N	N	Y	Y	N	N	Y	N
Provided Market Share Information	Y	N	Y	Y	N	Y	Y	Y	N	Y	N
Provided Differentiation from Competitors	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Provided How Contract will be Marketed	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Provided Steps for Introduction of TCPN to Company	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	N
Provided Online Ordering Capabilities	Y	Y	Y	Y	N	N	N	Y	N	N	N
Provided Customer Service Information	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y
Provided Green Initiatives	Y	N	Y	N	Y	N	Y	Y	Y	Y	Y
Provided Vendor Certifications	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y
Provided Education & Government References	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
Provided Price List	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Provided Value Added Services	N	N	N	N	N	N	N	N	N	N	N



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 16.02

1. AGENDA ITEM: Request Board's Approval to Renew Piggyback:
X appropriate box(s): [X] New [] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION:
Staff recommends approval to renew piggyback of Palm Beach County Schools Bid # 10C-72K for Manual and Automated Sprinkler/Irrigation Systems
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [] YES [] NO
Is funding provided in approved budget? [] YES [] NO
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Type or Print Name Signature

Director/Principal: Jeff Carver, Director of Purchasing Type or Print Name Signature

Exec. Director or Asst. Superintendent: Steve Weil, Ex. Director of Operations Type or Print Name Signature

Finance Review: Bryan Thabit Required if Financial Impact Signature: Delene DiBartolomeo for Bryan Thabit

Legal Review. Required for Contracts Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A. Form Revised 12-1-10

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

2845 SE Dixie Highway, Stuart, Florida 34997-5037, Telephone: (772) 219-1255 Ext: 201 Fax: (772) 219-1267



Office Of: Jeff Carver, Director of Purchasing

Memorandum

TO: Martin County School Board Members
FROM: Jeff Carver, Director of Purchasing
DATE: July 17, 2012
SUBJECT: Request approval to **Renew Piggyback Palm Beach County School Bid 10C-72K for Manual and Automated Sprinklers/Irrigation Systems** from 06/11/12 through 6/10/13

LAST PRESENTED

TO THE BOARD: 08/17/10

ORIGINAL

CONTRACT PERIOD: 06/11/10 through 06/10/12, two-years, with an option to renew for three additional one-year periods.

BUDGET REFERENCE: District Wide Maintenance Budget

ESTIMATED

EXPENDITURE: \$100,000.00 Staff will verify availability of budgeted funds prior to placing purchase orders.

SCOPE OF SERVICES: The awarded vendor will provide fixed unitized pricing for materials, labor, and installation for Manual and Automated Sprinklers/Irrigation Systems in accordance with all terms, conditions and prices of this bid.

RECOMMENDATION: Accept Palm Beach County School Board's recommendation to renew Bid 10C-26K to B. Ellis Enterprises, Inc., based on satisfaction performance during the past contract period.

Attachments: Palm Beach County School Board's Contract Renewal

c: Steve Weil, Exec. Director of Operations
Julian Angel, Director of Facilities

Purchasing/bids rfps/10piggyback bids rfps FY 10 11/PBCS Bid 10C 72K sprinklers irrigation brd memo ren 07 17/12

Nancy Kline, Superintendent



Date: 5/25/12

Michael J. Burke, Chief Operating Officer
Award per School Board Policy 6.14

INVITATION TO BID NO.: 10C-72K - TERM CONTRACT FOR MANUAL AND AUTOMATED SPRINKLER/IRRIGATION SYSTEMS

DATE: May 17, 2012

CONTRACT PERIOD: June 11, 2012 through June 10, 2013

DEPARTMENT: Various FUND: Various FUNCTION: Various ACCOUNT: Various

FUNDING SOURCE: Facilities Services

REQUESTING DEPARTMENT: Facilities Services

FINANCIAL IMPACT

The estimated annual financial impact to various budgets is \$150,000. The source of funds is from various budgets.

CONTRACT RENEWAL

Term Contract No. 10C-72K was awarded on June 14, 2012, to B Ellis Enterprises, Incorporated for two years from June 11, 2010 through June 10, 2012 with the option to renew for three additional one-year periods.

The first option to renew is now being exercised for the period June 11, 2012 through June 10, 2013.

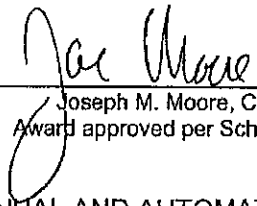
B Ellis Enterprises, Incorporated has agreed to honor terms, conditions and pricing of existing contract for the forthcoming contract period.

Items to be purchased include labor, materials and equipment to fully construct/install sprinkler/irrigation systems.

RECOMMENDATION: Based on satisfactory performance during the past contract period, it is recommended that the Term Contract for Manual & Automated Sprinkler/Irrigation Systems be renewed with B Ellis Enterprises, Inc. for the period June 11, 2012 through June 10, 2013.

Note: Original RFP / Bid document is available upon request.


SS:GM:JB:ps


 Date: 6/14/10
 Joseph M. Moore, Chief Operating Officer
 Award approved per School Board Policy 6.14

INVITATION TO BID NO.: 10C-72K TERM CONTRACT FOR MANUAL AND AUTOMATED
SPRINKLER/IRRIGATION SYSTEMS

DATE: June 3, 2010
DATE SOLICITED: May 6, 2010

DATE OPENED: May 26, 2010
DATE POSTED: June 3, 2010

CONTRACT PERIOD: June 11, 2010 through June 10, 2012
 DEPARTMENT: Various FUND: Various FUNCTION: Various ACCOUNT: Various
 FUNDING SOURCE: Various
 REQUESTING DEPARTMENT: Facilities Services

FINANCIAL IMPACT
 The estimated annual financial impact to the Capital budget is \$150,000. The source of funds is the Facilities Services.

Items to be purchased include labor, materials and equipment to fully construct/install sprinkler/irrigation systems. Based upon a typical school irrigation system, a hypothetical scenario was utilized for the basis of award.

AWARD RECOMMENDATION / TABULATION

<u>VENDOR</u>	<u>MINORITY STATUS</u>	<u>TOTAL</u>
Azazozza Brothers Corp.	3	\$28,620
Becker Irrigation	--	(\$32,907)
B Ellis Enterprises, Inc.	--	<u>\$19,560</u>
Green Construction Technologies, Inc.	--	\$25,537
Landscape Service Professionals	6	\$31,352.50
Lawn Wizard	--	\$21,892.50

LEGEND:

_____ = Award - Primary

() = Reject

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

EXCEPTIONS:

Becker Irrigation-Reject-Vendor failed to bid every item per Special Condition "C", Award.

RECOMMENDATION: It is recommended that the award be made to the lowest bid from the responsive and responsible bidder(s), as indicated above, and authorize the use of the next lowest bidder(s) meeting the same conditions in the event the original awardee cannot fulfill their contract.

Note: Original RFP / Bid document is available upon request.

BID PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

SS:GM:JB; mg



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 17.01

1. AGENDA ITEM: Agreement with Martin County to Access ROW for Landscape Maintenance
X appropriate box(s): X New [] Renewal [] Addenda [] Presentation [] Grant \$ _____

2. BACKGROUND INFO./STAFF RECOMMENDATION:
This agreement is being proposed with Martin County to allow School District personnel and equipment the access to Martin County Right-of-Way fronting Dr. David Anderson Middle School for the purpose of maintaining uncontrolled brush growth. This proposed agreement was formatted specifically for the School District as an alternative to the Martin County ROW Access Permit. School District staff recommends the use of this agreement format for any future ROW access agreements with Martin County.

Staff recommends approval of the attached Agreement with Martin County to access ROW fronting Dr. David Anderson Middle School for the purpose of landscape maintenance.

3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [] YES X NO
Is funding provided in approved budget? [] YES X NO
What additional funding is required? Indicate Amount \$ _____
Source: _____

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Boyd Lawrence
Type or Print Name

Signature [Handwritten Signature]

Director/Principal: Julian G. (Jay) Angel
Type or Print Name

Signature [Handwritten Signature]

Exec. Director or Asst. Superintendent: Steve Weil
Type or Print Name

Signature [Handwritten Signature]

Finance Review: Bryan Thabit
Type or Print Name

Signature [Handwritten Signature: Helene DiDartolomeo for Bryan Thabit]

Legal Review: X REQUIRED
[] NOT REQUIRED

Signature _____

5. SUPERINTENDENT RECOMMENDS APPROVAL: X YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

AGREEMENT

This Agreement, made this _____ day of _____, 2011, between Martin County, a political subdivision of the State of Florida, hereinafter call the "COUNTY," and Martin County School District, hereinafter called "SCHOOL DISTRICT".

WITNESSETH:

WHEREAS, COUNTY is the owner of certain right-of-ways which are located along Cove Road fronting Dr. David Anderson Middle School (the "County ROW")

WHEREAS, the SCHOOL DISTRICT desires to selectively remove trees and remove the uncontrolled brush growth within the County ROW between the Dr David Anderson Middle School property and Cove Road, and provide maintenance consistent with the school property maintenance and to provide greater visibility for the public walking within the "County ROW".(the "**Landscape Maintenance Work**").

WHEREAS, the COUNTY and SCHOOL DISTRICT by entering into this Agreement intend to expressly define the maintenance responsibilities being delegated to the School District.

NOW THEREFORE, in consideration with the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The SCHOOL DISTRICT shall, as funding and SCHOOL DISTRICT equipment and labor become available selective remove trees and brush growth and perform minimal surface grading so as to establish lawn areas which suitable for maintenance with SCHOOL DISTRICT mowing equipment.
2. All described areas shall be mowed on a schedule consistent with the maintenance of the adjacent school property, including trash collection.
3. All maintenance of the aforementioned improvements shall be the sole responsibility of the SCHOOL DISTRICT
4. Should the SCHOOL DISTRICT be unable or unwilling to complete the required maintenance work, the COUNTY may terminate this Agreement following ten (10) days written notice. Upon such termination SCHOOL DISTRICT cease any further activities within the "County ROW".
5. The SCHOOL DISTRICT (and/or its subcontractors) shall have the following minimum insurance requirements during installation of the improvements, with insurance issued by companies authorized under the laws of the State of Florida:
 - a. Insurance to protect Grantor from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the

Landscape Maintenance Work. The amount of each insurance against liability due to damage or injury to property shall not be less than \$500,000.00 and against liability due to injury or death of persons shall be not less than \$1,000,000.00 as to any one person and \$2,000,000.00 as to two or more persons in any one accident.

- b. Worker's compensation insurance with limits of not less than \$1,000,000.00 and otherwise in compliance with the laws of the State of Florida.
- c. Vehicular liability insurance with personal injury limits on not less than \$500,000.00 for one person and \$1,000,000.00 for two or more persons and vehicular liability property damage insurance with a limit of not less than \$50,000.00 to cover all automobile accidents.
- d. Excess liability insurance with limits of not less than \$2,000,000.00 for bodily injury and property damage in excess of the minimum amounts stated above.

Evidence of all insurance policies referenced above shall be obtained by SCHOOL DISTRICT in compliance with this paragraph, shall be furnished to Grantor upon request.

- 6. SCHOOL DISTRICT shall not permit any liens to be placed on the County ROW arising from any action of the School District, and if any liens are placed on the County ROW, SCHOOL DISTRICT will take immediate action to remove , and will promptly remove such liens by payment or bonding.
- 7. The limits of this agreement are illustrated and described on the attached Exhibit "A" titled Limits of Agreement.
- 8. This document shall be recorded in the official public records of Martin County, Florida. All costs associated with such recordation shall be paid by SCHOOL DISTRICT.
- 9. The term of this Agreement shall be in perpetuity.
- 10. This Agreement or any interest herein shall not be assigned or transferred by the "School District" without the prior written consent of COUNTY. It is further agreed that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in the documents. Accordingly, it is agreed that deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the formality and of equal dignity herewith.

11. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be service (as elected by the party giving such notice) by any of the following methods:
- (i) Hand delivery to the party; or
 - (ii) Delivery by commercial overnight courier service; or
 - (iii) Mailed by registered or certified mail (postage prepaid), return receipt requested.

For purposes of notice the addresses are as follows:

Martin County School District
Superintendent
500 E. Ocean Blvd.
Stuart, Florida 34994

Martin County
County Administrator
2401 SE Monterey Road
Stuart, Florida 34996

Either party may change its address by providing written notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Contract upon the terms and conditions above stated on the date first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Marsha Ewing, Clerk

Edward V. Ciampi, Chairman

APPROVED AS TO FORM AND
CORRECTNESS:

Stephen Fry, County Attorney

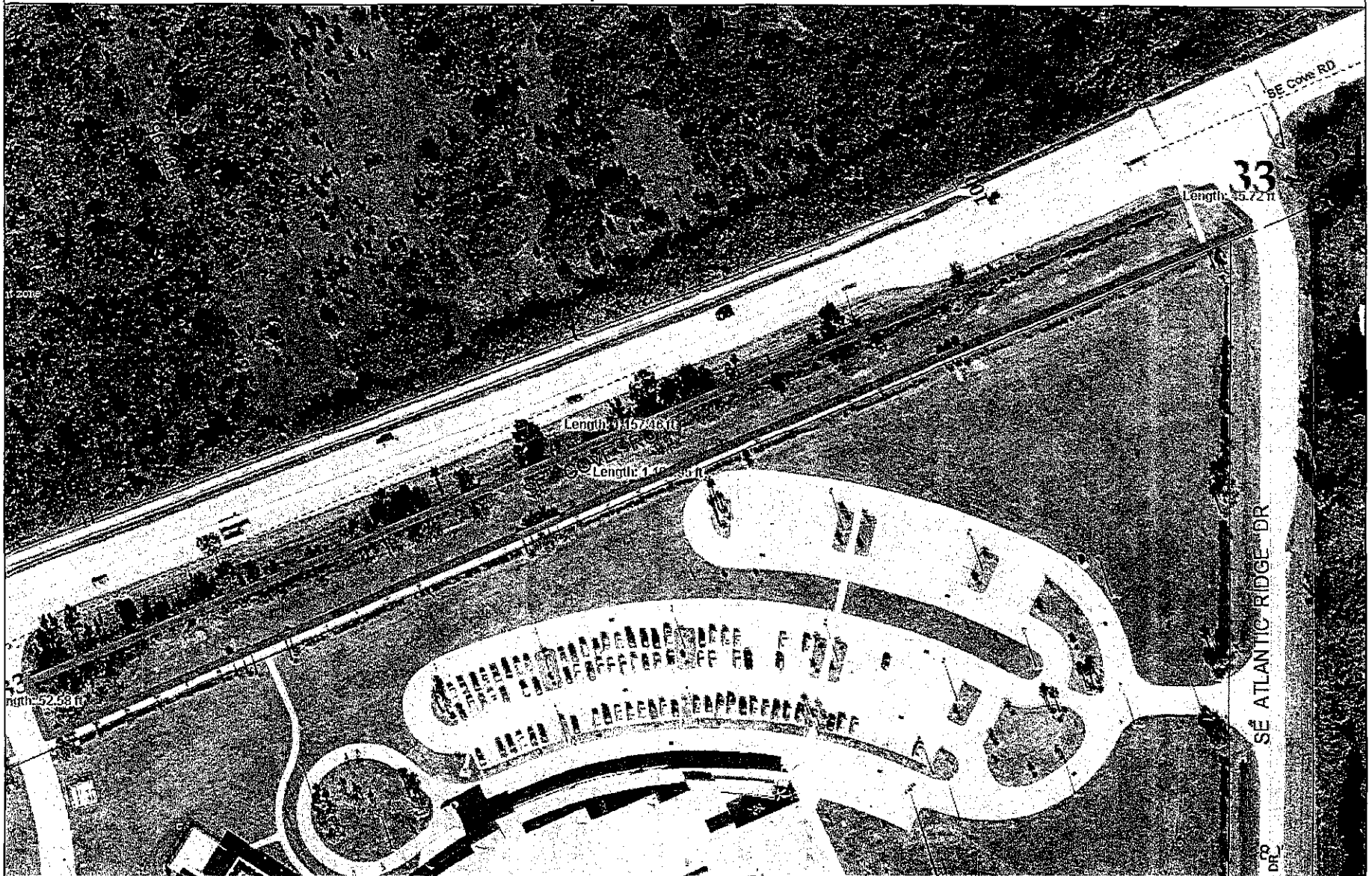
WITNESS:

MARTIN COUNTY SCHOOL DISTRICT

Julian G. (Jay) Angel, Director of Facilities

Signature

Anderson Middle Landscape Maintenance Area



Monday, July 02, 2012, 8:08:07 AM. Disclaimer: The Geographic Information System map product, received from Martin County, ("COUNTY") is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient. Please contact the responsible Martin County Department for specific determinations.





**School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012**

Agenda Item # 17.02

1. **AGENDA ITEM: Code Compliance services @ MCHS Auditorium.**
 X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____
2. **BACKGROUND INFO./STAFF RECOMMENDATION:** Insurance carrier is still reviewing the code compliance portion of the claim, approximately \$1.05 mil. The remediation (\$558k) and repair (\$553k) portions have already been approved and are in process. Purchasing authority is being requested in the estimated amount of \$50,000 to fund long lead item purchases and additional construction, design and construction administration services (not to exceed \$250,000 without additional Board approval) that will be required prior to the re-opening of the auditorium.

FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ _____
 Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: David Spear
Type or Print Name

Signature

Director/Principal: Julian G. (Jay) Angel
Type or Print Name

Signature

Exec. Director or
Asst. Superintendent: Steve Weil
Type or Print Name

Signature

Finance Review: Bryan Thabit
Type or Print Name

Melene DiBartolomeo for Bryan Thabit
Signature

Legal Review: REQUIRED
 NOT REQUIRED

Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12.

Form Revised 11/30/09

MCHS Auditorium Long Lead Time Items

Item/Trade	Value	Comments
AWNINGS - Canopies for walkway at corridor 1	\$8,610.80	7 wk. lead
CONCRETE - Layout Core drill - Saw - Patch -Aisle Elect. Boxes	\$5,822.58	Must be finished to install seats
CONCRETE - SEATING - removal of studs and patching of floor	\$12,179.75	Must be finished to install seats
SEATING - Modifications to seats, removal of seat arms	\$13,254.51	Must be finished to install seats
ELECTRICAL - New aisle seating junction boxes...	\$9,950.00	Must be finished to install seats
ELECTRICAL - Electrical, low voltage, speakers, etc...	\$6,000.00	3 wk. or more lead time fixtures
DOORS - Door (NEED SPECIFICS - colors/finish ASAP)	\$7,500.00	3-4 wk. lead
FLOORING - Stair tread and riser - resilient - Auditorium	\$10,553.90	2 wk. lead
HVAC - Heat, Vent, & Air Conditioning	\$25,000.00	3-4 wk. lead
PROFESSIONAL FEES - Architect/Engineers Construction admin	\$28,234.36	Money for construction admin going forward
PROFESSIONAL FEES - Architect/Engineers drafting, etc...	\$54,908.01	Work already finished
METAL STRUCTURAL - Trusses, joists, structural work	\$9,125.00	Pan decking material (3-4 wks. lead)
FIRE PROTECTION SYSTEMS - Sprinklers, piping, etc...	\$16,500.00	Design & permitting, materials & fabricating
ROOFING - Secure new roof to old structure	\$12,463.00	Can't close in ceilings until this is done
WINDOWS - Ticket windows and hardware	\$10,855.27	3 to 4 wk. lead time
ROOFING - Smoke vents	\$19,950.00	3 to 4 wk. lead time
	\$250,907.18	

Cook, Patricia

From: Weil, Steve
Subject: FW: MCSD Auditorium - Insurance Decision

From: "Cocco, Mark" <cocom@martin.k12.fl.us>
Date: June 28, 2012 9:20:03 AM EDT
To: "Angel, Julian" <angelj@martin.k12.fl.us>
Subject: MCSD Auditorium - Insurance Decision

Jay

As we discussed, Gerry Griffin from Crawford has informed me that three of the four insurance carriers have approved the code upgrades for the MCHS Auditorium at this point. Gerry is currently waiting to hear from Lexington which is the largest carrier. He was to try to contact them yesterday and hopes to have a decision soon.

Let me know if you need any more information.

Mark A. Cocco

Safety Manager

Martin County School District

500 East Ocean Boulevard

Stuart, FL 34994

Office: (772)219-1200 x 30364

Fax: (772) 219-1226



**School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012**

Agenda Item # 17.03*

1. AGENDA ITEM: FPL - Photovoltaic (Solar Energy) for Schools – Pilot School Selection Process

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. BACKGROUND INFO./STAFF RECOMMENDATION:
 Florida Power and Light (FPL) has rolled out a new program referred to as Photovoltaic (Solar Energy) for Schools. Schools selected for the program will receive the following benefits: an education sized (5kW) photovoltaic system, teacher training and educational materials, and access to an online portal to track and compare electric use by other schools.

At least one school per district will be selected for the program. FPL is asking school districts that are interested in the program to provide a list of five potential K - 12 school sites to select from for the program. Facilities staff will coordinate with FPL to select and approve the specific school sites. There is no direct cost to the School District other than providing an internet connection to the system. FPL will own the photovoltaic system for 5 years before turning the system over to the School District. **Staff recommends approval to participate in this program.**

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? YES NO

Is funding provided in approved budget? YES NO

What additional funding is required? Indicate Amount \$ _____

Source: _____

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor:	<u>Boyd Lawrence</u> Type or Print Name	<u><i>Boyd Lawrence</i></u> Signature
Director/Principal:	<u>Julian G. (Jay) Angel</u> Type or Print Name	<u><i>Julian G. (Jay) Angel</i></u> Signature
Exec. Director or Asst. Superintendent:	<u>Steve Weil</u> Type or Print Name	<u><i>Steve Weil</i></u> Signature
Finance Review:	<u>Bryan Thabit</u> Type or Print Name	<u><i>Nelene DiBartolomeo for Bryan Thabit</i></u> Signature
Legal Review:	<input checked="" type="checkbox"/> REQUIRED <input type="checkbox"/> NOT REQUIRED	_____ Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: YES NO



**School Board of Martin County
Agenda Item Request Form
Board Meeting: Tuesday, July 17, 2012**

Agenda Item # 20 01*

1. AGENDA ITEM: 2011-12 Approval of Updated Annual Equity Report

X appropriate box(s): New Renewal Addenda X Presentation Grant \$ _____

2. BACKGROUND INFO./STAFF RECOMMENDATION Updated report includes additional information required by the Department of Education and does not change the content provided in the previous report approved on the June 19, 2012 Regular Board Meeting.

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? YES X NO

Is funding provided in approved budget? YES X NO

What additional funding is required? Indicate Amount \$ _____

Source: _____

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor:	Dave Ruiz Type or Print Name	 Signature
Executive Director:	Steve Weil Type or Print Name	 Signature
Asst. Superintendent:	N/A Type or Print Name	_____ Signature
Finance Review:	N/A Required if Financial Impact	_____ Signature
Legal Review:	N/A Required for Contracts	_____ Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: YES NO



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 20.03 *

1. AGENDA ITEM: Approve updates to Student Progression Plan for 2012/2013 school year.
X appropriate box(s): [] New [X] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION: Incorporate legislative/Department of Education changes to student progression plan. Staff recommends approval.
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [] YES [X] NO
Is funding provided in approved budget? [] YES [X] NO
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Dr. Tracey Miller
Director/Principal: Dr. Tracey Miller
Exec. Director or Asst. Superintendent: Catherine Tedesco
Finance Review: Bryan Thabit
Legal Review: [] REQUIRED [X] NOT REQUIRED Doug Griffin

5. SUPERINTENDENT RECOMMENDS APPROVAL: [] YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09



**School Board of Martin County
Agenda Item Request Form
Board Meeting: 7/17/2012**

Agenda Item # 12.05

1. **AGENDA ITEM:** IDEA Part B and IDEA Part B Pre-K Entitlement Grant
 New **X** Renewal Addenda Presentation **X** Grant \$4,692,068 Part B
 \$137,411 Part B Pre-K

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** This agreement is to renew the IDEA Part B and IDEA Part B Pre-K Grants budget and narratives for the 2012/2013 school year. Effective dates are from 7/2/2012 to 6/30/13

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? **YES** **NO**
 Is funding provided in approved budget? **YES** **NO**
 What additional funding is required? Indicate Amount None
 Source: Federal

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Mollye Kiss
 Type or Print Name

Mollye Kiss
 Signature

Director/Principal: Mollye Kiss
 Type or Print Name

Mollye Kiss
 Signature

Exec. Director or
 Asst. Superintendent: Dr. Frank Raffone
 Type or Print Name

Frank Raffone
 Signature

Finance Review: Bryan Thabit
 Required if Financial Impact

Bryan Thabit
 Signature

Legal Review: _____
 Required for Contracts

 Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** **YES** **NO**

All lines must be filled in or note N/A.

Form Revised 12-1-10

MARTIN COUNTY SCHOOL BOARD GRANT ABSTRACT/INFORMATION

Attached is an abstract explaining the general concept of a proposed grant application, in addition to specific information required for the Board to consider support of this grant application. The complete grant application will be available in the Superintendent's Office for the Board's review.

GRANT TITLE: IDEA Part B / IDEA Part B Pre-K
Purpose: Renewal of Entitlement Grant
Grant Writer(s): Mollye Kiss
School/Dept.: ESE Phone 219-1200 X 30422
Contact Person(s): Mollye Kiss Phone X 30426
Due Date of Grant Application: 7/2/2012

Funding Source: Florida Dept. of Education Amount: Part B \$4,692,068
(includes estimated roll forward), Pre-K \$137,411 (includes estimated roll forward)
Federal X State _____ Local _____
Other _____ Specify _____

Name / Agency: Bureau of Grants Management, FL Department of Education

Address of Funding Source: 325 West Gaines Street

Tallahassee, FL 32399-0400

Type of Grant: Entitlement

X Non/Match Grant

_____ Match Grant

MCSB Match % _____ Dollars _____ In-Kind _____

Interagency Match % _____ Dollars _____ In-Kind _____

Grant Funds % 100

_____ Grant Continuation

Annual X

Renewal _____

Amendment _____

Enhancement _____

Upon Receipt of Grant Award

6/30/2013

Starting Date of Grant

Ending Date of Grant

The complete Grant Package will be available in the Superintendent's Office for the Board to review on July 31, 2012.

ABSTRACT

Funds for this project will be used to provide assistance in carrying out the district's responsibility to educate students with disabilities. To ensure that all children with disabilities ages 3 through 21 have access to a free appropriate public education designed to meet their individual needs and prepare them for education, employment, and independent living as measured through the IDEA State Performance Plan. Funds shall be used to supplement the excess costs of providing special education and related services to students with disabilities.

Budget Narrative

Funding is used to supplement in the following areas:

Salaries, instructional materials, parent involvement, professional development, instructional coaching, professional services, travel, repair and maintenance of assistive technology.

All activities/strategies are research based and meet Florida Department of Education grant specifications.

All amounts listed are subject to change based on final allocation and application approval.



School Board of Martin County
Agenda Item Request Form
Board Meeting: July 17, 2012

Agenda Item # 12.06

1. AGENDA ITEM: Title II, Part A, Teacher and Principal Training and Recruiting Fund
X appropriate box(s): [] New [X] Renewal [] Addenda [] Presentation [X] Grant \$669,000.00
2. BACKGROUND INFO./STAFF RECOMMENDATION: Approve 2012-2013 Title II, Part A, Teacher and Principal Training and Recruiting Fund Grant. Recommend approval.
3. FINANCIAL IMPACT: Is there a financial impact (Finance Review Required)? [] YES [X] NO
Is funding provided in approved budget? [X] YES [] NO
What additional funding is required? Indicate Amount \$ N/A
Source: _____

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Tracey Miller
Type or Print Name

Tracey Miller
Signature

Director/Principal: Tracey Miller
Type or Print Name

Tracey Miller
Signature

Exec. Director or Asst. Superintendent: Catherine Tedesco
Type or Print Name

Catherine Tedesco
Signature

Finance Review: Bryan Thabit
Type or Print Name

Bryan Thabit
Signature

Legal Review: [] REQUIRED Doug Griffin
[X] NOT REQUIRED

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

MARTIN COUNTY SCHOOL BOARD GRANT ABSTRACT/INFORMATION

Attached is an abstract explaining the general concept of a proposed grant application, in addition to specific information required for the Board to consider support of this grant application.
The complete grant application will be available in the Superintendent's Office for the Board's review.

GRANT TITLE: Title II, Part A – Teacher and Principal Training & Recruitment Program

Purpose: To obtain funds under federal programs to provide staff development to teachers and principals and to promote retention of highly qualified teachers.

Grant Writer(s): Tracey Miller

School/Dept.: Elementary Programs and School Improvement Phone (772) 219-1200, X30023

Contact Person(s): Catherine Tedesco Phone (772) 219-1200, X30420

Due Date of Grant Application: June 30, 2012

Funding Source: Florida Department of Education Amount: \$669,000.00

Federal XX State _____ Local _____
Other _____ Specify _____

Name / Agency: Florida Department of Education – Bureau of Grants Management

Address of Funding Source: Room 332, Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Telephone: (850) 245-0754

Type of Grant: Entitlement/Allocation/Federal Programs

XXXX Non/Match Grant

_____ Match Grant

MCSB Match % _____ Dollars _____ In-Kind _____

Interagency Match % _____ Dollars _____ In-Kind _____

Grant Funds % _____

_____ Grant Continuation
Annual XXXXXXXX
Renewal _____
Amendment _____
Enhancement _____

July 1, 2012
Starting Date of Grant

June 30, 2013
Ending Date of Grant

ABSTRACT

Title II funds are used for Teacher and Principal Training. Programs funded through this grant are based on the needs assessment done with teachers and administrators. Additionally, these funds are used to maintain and assist teachers in being Highly Qualified.

Result of the Needs Assessment will drive the Professional Development offered through the Title II A Grant. The Professional Development provided to teachers and administrators will be directly aligned to the Sunshine State Standards (Next Generation Standards), Common Core State Standards and state assessments.

Budget Narrative

Title II Part A funds are used for professional development of administrators, teachers and other support personnel. Additionally, these funds are used to fund the positions of Mathematics Coordinator, Reading Coordinator, Science Coordinator, seven Reading Coaches, and the Teacher on Assignment (data facilitator) to support Performance Matters, Pinnacle and curriculum software.