



**Linda Perry**  
**Food Service Director**

310 N. W. 11<sup>th</sup> Avenue  
Trenton, Florida 32693

Phone: (352) 463-3286  
FAX: (352) 463-3276

June 6, 2019

Robert G. Rankin, Superintendent  
310 N. W. 11<sup>th</sup> Avenue  
Trenton, FL 32693

Dear Mr. Rankin:

I am requesting a recommendation for approval to purchase Juice Alive /Trident Beverage products based on a soul source supplier in lieu of the Bid process due to the following:

- Their product is shelf stable and does not require freezer space;
- They have a large variety of flavor options available (at least 30 flavors, including a mocha freeze [non caffeinated] which the students enjoy;
- Juice Alive/Trident provides the Slushy Dispenser Equipment to us at no cost;
- Our students prefer this product over a previous vendor (who had a limited flavor selection and the product required freezer space)

We have researched other known vendors in Florida however, they do not provide the same variety, services and convenience of a shelf-stable product.

Your consideration for recommendation of this request is appreciated.

Sincerely,

Linda Perry  
Director of Food Service



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**Food Service Director**

310 N. W. 11<sup>th</sup> Avenue  
Trenton, Florida 32693

Phone: (352) 463-3286  
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June 6, 2019

Robert G. Rankin, Superintendent  
310 N. W. 11<sup>th</sup> Avenue  
Trenton, FL 32693

Re: Flowers Bakery

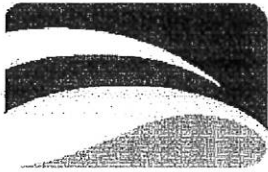
Dear Mr. Rankin:

I am requesting a recommendation for approval to purchase bread products from Flowers Baking Co. of Jacksonville, LLC, for the 2019-2020 School Year. I have received approval from Flowers and the School Board of Volusia County to purchase from their contract, Bid # SWC-926MB Cafeteria Bakery Products. A copy of the original bid, the bid award letter and product items with prices are included.

Your consideration for recommendation of this request is appreciated.

Sincerely,

Linda Perry  
Director of Food Service



**Flowers Baking Company  
of Jacksonville, LLC**

Flowers Baking Company of Jacksonville, LLC

June 10th, 2019

2261 West 30<sup>th</sup> St

Jacksonville, FL 32209

To Whom It May Concern:

Flowers Baking Company of Jacksonville, LLC hereby submits this letter of approval for Gilchrist County Schools to Piggy Back off the Volusia County Bid for 2019-2020.

Please find listed products and pricing. Thank you for your business and we look forward to continuing to serve you.

51% Sliced Sand Bread	\$1.30
51% 16ct Hotdogs	\$1.85
51% 30ct Hams	\$4.05
51% Dinner Rolls 24ct	\$2.15
51% Hoagie Rolls	\$3.80

Thank you,

Sara Davis

Market Vice President

[Sara.davis@flocorp.com](mailto:Sara.davis@flocorp.com)

912-230-0885

**SCHOOL DISTRICT OF VOLUSIA COUNTY  
FISCAL IMPACT SUMMARY**

**BID NUMBER:** SWC-926MB      **DATE:** 4/30/2019

**BID NAME:** CAFETERIA BAKERY PRODUCTS

**EFFECTIVE DATE:** JULY 27, 2019 TO JULY 26, 2022

**Estimated Total Award Amount**

**Previous Bid Date:** 7/27/2015      **Dollars:** \$ 169,468.00  
**Current Bid Date:** 7/27/2019      **Dollars:** \$ 107,751.35 \*

\* Decrease in expense due to decrease in sales volume.

**Note:** Solicitation was full and open and the timeline was beyond adequate to promote competition. The solicited products are considered commercial and non-restrictive in nature. The pricing was compared to same/similar products and determined to be fair and reasonable.

**LIKE ITEM COMPARISON:**

<u>DESCRIPTION</u>	<u>PREVIOUS</u>	<u>CURRENT</u>	<u>DIFFERENCE</u>	<u>PERCENT</u>
Sandwich Bread, Pullman	\$ 1.25	\$ 1.30	\$ 0.05	4.00%
Hot Dog Rolls	\$ 1.80	\$ 1.85	\$ 0.05	2.78%
Hamburger Rolls	\$ 4.00	\$ 4.05	\$ 0.05	1.25%

**VENDOR AWARD RECOMMENDATIONS:**

<u>VENDOR</u>	<u>DOLLAR AMOUNT</u>	<u>PERCENT</u>
Flowers Baking Co. of Jacksonville, Jacksonville, FL	\$ 107,751.35	100.00%
<b>Total: 1 Vendor</b>	<b>\$ 107,751.35</b>	<b>100.00%</b>
Volusia County Businesses:	\$ -	0.00%
Other Florida Businesses:	\$ 107,751.35	100.00%
<b>State of Florida Total:</b>	<b>\$ 107,751.35</b>	<b>100.00%</b>



BID REQUEST NO.: SWC-928MB DATE: APRIL 30, 2019  
 CAFETERIA BAKERY PRODUCTS  
 DEPARTMENT: SCHOOL WAY CAFE  
 FUND: 411

SCHOOL BOARD OF VOLUSIA COUNTY  
 EFFECTIVE: 07/27/19-07/26/22

# NOTICE OF INTENDED DECISION

No.	DESCRIPTION	QTY	UOM	Flowers Baking Co of Jacksonville Jacksonville, FL		
				Unit Cost	Total Cost	NC
1.	Sandwich Bread, Pullman	35,000	1-ct. loaf	\$ 1.30	\$ 45,500.00	*
2.	Hot Dog Rolls	13,000	16-ct.pkg	\$ 1.85	\$ 24,050.00	*
3.	Hoagie Rolls	1,250	24-ct. pkg.	\$ 3.80	\$ 4,750.00	*
4.	Hamburger Rolls	6,667	30-ct. pkg.	\$ 4.05	\$ 27,001.35	*
5.	Rolls, Small (Not Sliced)	3,000	24-ct. pkg.	\$ 2.15	\$ 6,450.00	*

NOTE CODES (NC) = \* Recommended Lowest Acceptable Bid

ITB sent to: 268 Vendors

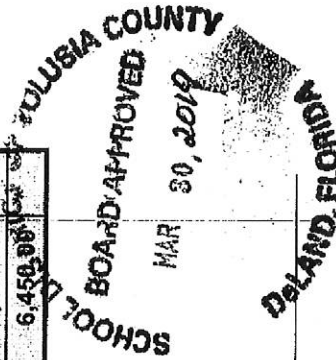
ITB responses received from: 1 Vendor

NO BIDS were received from: 3 Vendors

APPROXIMATE TOTAL COST: \$ 107,751.35

Purchasing Department Approval: 

Date: 4/19/19



This tabulation is posted as public notice for 72 hours from 4:00 P.M., Friday, April 19, 2019 until 4:00 P.M., Tuesday, April 23, 2019. Bidders are hereby notified that failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Offers from the vendors listed herein are the only offers received timely as of 2:00 P.M., March 25, 2019. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

# SCHOOL BOARD OF GILCHRIST COUNTY

## TRANSPORTATION AGREEMENT

THIS AGREEMENT, made this 16<sup>th</sup> day of July, 2019, by and between the SCHOOL BOARD OF GILCHRIST COUNTY, FLORIDA (hereinafter referred to as "SCHOOL BOARD") located in Gilchrist County, Florida and CASEY CARLISLE or MARIANNE CARLISLE, (hereinafter referred to as "PARENT"), of 4022 SE 17<sup>th</sup> Trail / Trenton, Florida 32693.

### WITNESSETH:

#### I. PURPOSE OF THIS AGREEMENT:

- A. The purpose of this Agreement is to provide reimbursement to Parent for transportation of his/her child, JC, student ID# 2100003701, to Bell Middle/High School, 930 South Main Street, Bell, Florida 32619.

#### II. PARENT AGREES TO:

- A. Provide an automobile, proof of a valid driver's license and proof of insurance to the School Board.
- B. Provide a copy of social security card.
- C. Provide transportation of his/her child to Bell Middle/High School in Bell, Florida during the 2019-2020 school term.
- D. Be responsible for his/her own Worker's Compensation insurance, unemployment insurance, federal income tax withholding, Social Security, and Medicare, if required.
- E. Submit a mileage voucher monthly to the School Board.
- F. Shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the School Board harmless from and against any and all claims, suits, judgments or damages, including appeals arising out of or in the course of the Parent's provision of the services called for in this Agreement or the operation of Parent's automobile.

#### III. THE SCHOOL BOARD AGREES TO:

- A. Honor all mileage vouchers for payment within thirty (30) days of submission.
- B. Pay Parent minimum wage for traveling time, and mileage at the School Board approved rate. The School Board shall not pay for more than one (1) hour(s) per day for labor, and shall not pay for more than one (2) round trips per day for mileage, not to exceed forty-two (42) miles total per day.
- C. Appoint an individual to be responsible for coordinating services with Parent(s).

#### IV. TERM OF AGREEMENT; RENEWAL; MODIFICATION

THIS AGREEMENT shall become effective on the 1st day of July, 2019, and shall continue in effect through the 30<sup>th</sup> day of June, 2020. Renewal or modification of this agreement shall be made only in writing, and by the written consent of both parties. Any such written renewal or modification shall be attached to this initial agreement, and shall be dated and signed by both parties. The terms of this agreement may be canceled by a thirty (30) day written notice by either party to the other.

#### V. NOTICE REQUIREMENT:

NOTICES required or authorized under this agreement shall be sent by certified or registered mail, return receipt requested to:

For Schools: Robert Rankin, Superintendent  
School Board of Gilchrist County, Florida  
310 NW 11<sup>th</sup> Avenue  
Trenton, Florida 32693  
Telephone: (352) 463 -3200

For Parent: Casey or Marianne Carlisle  
4022 SE 17<sup>th</sup> Trail  
Trenton, Florida 32693

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

**SCHOOL BOARD OF  
GILCHRIST COUNTY, FLORIDA**

BY: \_\_\_\_\_

D. Deen Lancaster, CHAIR

ATTEST:

\_\_\_\_\_  
ROB RANKIN, SUPERINTENDENT AND SECRETARY  
TO THE BOARD

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CASEY CARLISLE, PARENT

\_\_\_\_\_  
MARIANNE CARLISLE, PARENT

## **PHYSICAL THERAPY AGREEMENT**

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of July, 2019 between the **School Board of Gilchrist County**, hereinafter referred to as "**DISTRICT**"; whose address is 310 NW 11th Avenue, and **Jennifer A. Johnson**, whose address is 7350 SW CR 334 A, Trenton, FL 32693, hereinafter referred to as the "**THERAPIST**".

### **WITNESSETH:**

**THERAPIST** agrees to provide services for and on behalf of the DISTRICT in accordance with the Scope of Services.

### **SCOPE OF SERVICES**

- Physical Therapy Evaluations
- Physical Therapy
- Attendance of staffing for student eligibility, placement, and IEP's.
- LEA function as requested by the Director of Special Services for Gilchrist County Schools.
- Parent conferences as requested.
- Tracking of school records and maintenance of records to ensure that appropriate forms are maintained at the school and at the Special Services Office.
- Monitoring of time frames to ensure that the orderly process of assessment, eligibility and placement is maintained within the guidelines required by the Department of Education.
- Ensure that the Specific Programs and Procedures for Gilchrist County for the school term, 2019-2020 are adhered to.
- Maintain and provide documentation records for Medicaid reimbursement.
- Contracted Vendors must sign in and out at each location in real time.
- Document all services for all students on Medicaid 3.0 the same day as the therapy
- Attend Medicaid training

**TERM:** This Agreement shall be for a period beginning July 1, 2019, terminating on June 30, 2020.

**REPRESENTATIVE:** The DISTRICT'S representative in matters related to this Agreement is Dr. James Surrency, hereinafter referred to as "Director".

**SCHEDULING:** Monday through Friday, school days only.

**PAYMENT:** THERAPIST to submit monthly billing, to the "Director" in the following manner:

Monthly invoices must include the following documentation for the hours/time billed, date, time, student name, school and services(s) provided.

Billing will be submitted monthly, no later the 10<sup>th</sup> of each month, based at a rate of \$60.00 per hour.

**INSURANCE:** During the entire term of this Agreement, THERAPIST shall procure, maintain in full force and effect a policy or policies of insurance at its own cost and expense as outlined below:

**General liability** coverage of at least one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate.

**Automobile liability** coverage of at least of one million dollars (\$1,000,000) combined single limit (CSL) each accident including hired and non-owned vehicles used in relation to the performance of service(s) by THERAPIST, if THERAPIST is transporting students.

**Workers' Compensation,** Schedule A - as prescribed by Florida Statute 440. Schedule B - Provider shall provide Employer's Liability coverage in the amount of \$500,000 / \$5000,000 / \$500,000. Exempt employers are required to provide a letter of exempt status from the Division of Workers' Compensation.

**Errors and Omissions** Liability coverage with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate.

Said insurance shall be effective until the last day of the present school year. Not later than the effective date of this Agreement, THERAPIST shall provide DISTRICT with satisfactory evidence of insurance, naming DISTRICT as Additional Insured on the General Liability policy and the Automobile Liability policy, including a provision for a thirty (30) calendar day written notice to DISTRICT before cancellation or material change, evidencing the above-specific coverage.

DISTRICT reserves the right to revise the requirements of this provision at any time. If DISTRICT determines that additional insurance coverage is necessary, DISTRICT will reopen negotiations with THERAPIST to modify the terms of the Agreement.

**LEVEL II BACKGROUND SCREENING:** Therapist represents and warrants to the School Board that the Therapist has read and is familiar with Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 regarding background investigations. Therapist covenants to comply with all requirements of the above cited statutes and shall provide School Board with proof of compliance upon request. Therapist agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Therapist's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467 and 1012.468.

**INDEPENDENT CONTRACTOR.** It is mutually agreed and understood that the services provided by Therapist to School Board pursuant to this Agreement are rendered by the Therapist to School Board as an independent contractor, and nothing contained in this Agreement shall be construed as creating an employer/employee, partnership, joint venture, or principal/agent relationship between School Board and Therapist. In this regard, neither the Therapist nor any of Therapist's agents, representatives, employees or independent contractors shall be deemed to be employed by School Board for purposes of any tax or contribution levied by, under or in accordance with any federal, state or local laws with respect to employment or compensation for employment, or for any purpose whatsoever.

In addition, neither Therapist nor any of its employees, agents, representatives, or independent contractors shall be entitled to any fringe benefits, including participation in any health insurance, dental, retirement, or any other defined benefit or deferred compensation plans established or offered by School Board to or for the benefit of any of the School Board's employees. Therapist shall render services hereunder as an independent contractor on behalf of the School Board, and any duties of Therapist arising out of this Agreement shall be owed solely to School Board (or its Affiliates) and not for the benefit of any third parties. Therapist shall not have any right or authority during the Term to assume or create any obligations or responsibility, expressed or implied, on behalf of or in the name of School Board (or any of its Affiliates) in any way. Therapist covenants and agrees with School Board that Therapist shall pay when due all taxes or contributions levied by, or in accordance with, any federal, state or local law due with respect to any of Therapist's employees, agents or independent contractors for all purposes whatsoever.

**INDEMNIFICATION (BY OTHER PARTY):** Therapist for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the SCHOOL BOARD and its officers and employees harmless for any from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by the Therapist, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed upon the Therapist by this Agreement and any covenant or provision hereof, including but not limited to defending the SCHOOL BOARD and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SCHOOL BOARD, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the SCHOOL BOARD. The Therapist shall indemnify and hold the SCHOOL BOARD harmless from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by the Therapist, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed by this Agreement. The Therapist shall immediately give the SCHOOL BOARD written notice of all claims asserted against



the Therapist and the SCHOOL BOARD shall have the right but not the obligation to participate in any defense.

**REPORTING:** THERAPIST shall submit reports as defined in the Scope of Services and at the direction of the DIRECTOR.

**NON-APPROPRIATION CLAUSE:** The School Board's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the School Board and the availability of funds to pay for the goods and services in this Agreement. The School Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by the School Board. Therapist will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the School Board shall remain obligated to pay for all purchase orders for products or services fulfilled by Therapist prior to the termination notice.

**STUDENT RECORDS:** Notwithstanding any provision to the contrary contained in this agreement between Therapist and The School Board of Gilchrist County, Florida; Therapist and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stat. or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Therapist for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold The School Board of Gilchrist County, Florida and its officers and employees harmless for any violation of this covenant, including but not limited to defending The School Board of Gilchrist County, Florida and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon The School Board of Gilchrist County, Florida, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon The School Board of Gilchrist County, Florida



arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant or the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stats.

In the performance of its duties under this contract the Therapist will:

- a) Keep and maintain Student records required by the School Board to perform the services.
- b) Upon request from the School Board's custodian of Student records, provide the School Board with the originals of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that Student records that are exempt or confidential and exempt from Student records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Therapist does not transfer the records to the School Board pursuant to this contract.
- d) Upon completion of the contact, Therapist shall transfer, at no cost, to the School Board all Student records in possession of Therapist. With the express written consent of the School Board, Therapist may be authorized to destroy all such duplicate Student records required by the School Board to perform the services and certify in writing the destruction of all such Student records to the School Board. All Student records stored electronically must be provided to the School Board, upon request of the School Board's custodian of Student records, in a format that is compatible with the information technology systems of the School Board.
- e) The failure of the Therapist to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

- f) This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Therapist until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**CONFIDENTIAL INFORMATION:** Notwithstanding the foregoing, the Parties recognize that the School Board is subject to the provisions of the Florida Public Records Law, as codified in Chapter 119, Florida Statutes. In the event that the School Board is served with a request to disclose any or all of Therapist Confidential Information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, the School Board will promptly notify Therapist in order to provide Therapist sufficient time to object to such request and pursue a court order protecting the disclosure of such information at Therapist's sole costs and expense. Therapist shall notify the School Board, in writing, of its intent to seek protection of the Confidential Information within 10 days of receipt of the School Board's notification. Therapist's failure to notify the School Board of its intent to seek protection shall authorize the disclosure of the requested information and shall authorize the School Board to comply with the disclosure request. If Therapist notifies the School Board of its intent to seek a court order protecting the disclosure of the information, then the School Board will take reasonable steps to cooperate with Therapist in contesting such request, requirement or order or in otherwise protecting Therapist rights prior to disclosure.

**NON-DISPARAGEMENT:** Therapist, on its behalf and on behalf of its employees, officers, members, managers, and agents, covenants and agrees that such party shall not make any disparaging, impugning, negative or otherwise damaging statements or remarks about School Board or any of its Affiliates, representatives, partners, agents, officers, directors or employees or otherwise take any action or fail to take any action with the primary intent of impugning or damaging the reputation or business of School Board or of any its Affiliates, representatives, agents, officers, directors or employees. The provisions of this section shall survive the termination of this Agreement

**SOVEREIGN IMMUNITY:** Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party for allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Third Judicial Circuit, Gilchrist County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

**TERMINATION CLAUSE:** This Agreement may be terminated by (i) either party without cause upon delivery of written notice of such intent to terminate this Agreement not less than 30 days' prior to the effective date of such termination; (ii) written agreement executed by both the Therapist and School Board; or (iii) School Board, at any time, if Therapist fails to perform Therapist's duties hereunder or breaches any of Therapist's covenants contained herein.

**DISPUTE RESOLUTION PROCEDURE:** Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure. The parties agree that upon any party entering this Dispute Resolution Procedure, any applicable statute of limitations shall be tolled until resolution of said dispute or controversy.

**Level 1:** Before entering Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), Therapist and BOARD shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The series of meetings shall consist of not less than two face-to-face meetings, the first of which shall be between the Therapist and BOARD Designees. If no resolution is accomplished, the second meeting shall be between the Therapist and the Superintendent of Schools. Both parties agree to put forth their best efforts in these meetings. All meetings shall be held at the School Board's Administrative Complex, located at 310 NW 11th Avenue, Trenton, Florida unless otherwise mutually agreed upon by the parties. The Level 1 period shall begin when one party gives notice in accordance with Section [on Notices] that it is entering this Level 1 procedure to resolve the dispute.

**Level 2:** Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering Level 3 of the DRP, Therapist and BOARD shall enter a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the parties. The mediation process is defined as follows:

The parties shall select a mutually agreeable mediator to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either party. The mediation shall be held School Board's Administrative offices located at 310 NW 11th Avenue, Trenton Florida unless mutually agreed upon by the parties. The parties stipulate and agree that the mediation shall be subject to the confidentiality requirements of Mediation Proceedings in Chapter 44.401-44.406, Florida Statutes.

**Level 3:** Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may sue in the Third Judicial Circuit Court located in Gilchrist County, Florida. If a party initiates a Level 3 action, the parties hereby unconditionally waive their respective rights to a jury trial.

## **STUDENT RECORDS**

Therapist is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a) Keep and maintain public records required by the School Board to perform the service.
- b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Therapist does not transfer the records to the School Board.
- d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Therapist or keep and maintain public records required by the School Board to perform the service. If Therapist transfers all public records to the School Board upon completion of the contract, Therapist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Therapist keeps and maintains public records upon completion of the contract, Therapist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e) The failure of the Therapist to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

**THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THIS AGREEMENT WITH THEIR RESPECTIVE ATTORNEY(S),**

**THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.**

**ENTIRE AGREEMENT:** This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, to be binding, must be written and signed by the Parties hereto.

**OPPORTUNITY TO CONSULT WITH COUNSEL:** The Parties acknowledge that they have had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and of its legal effect and fully understand and agree to each and every provision hereof without reservation, and that they have executed this Agreement in reliance on their own judgment and free from any coercion, duress or undue influence.

**NOTICES:** All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

**THE GILCHRIST COUNTY SCHOOL DISTRICT**

BY:

\_\_\_\_\_  
D. Deen Lancaster, Chairman

ATTEST:

\_\_\_\_\_  
Robert Rankin, Superintendent of Schools

\_\_\_\_\_  
Jennifer A. Johnson, Physical Therapist

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness



## **SPEECH/LANGUAGE SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of July, 2019 between the **School Board of Gilchrist County**, hereinafter referred to as "**DISTRICT**"; whose address is 310 NW 11th Avenue, and **Emily K. Butcher Shepard**, whose address is 7370 SE 56<sup>th</sup> Terr., Trenton, FL 32693, hereinafter referred to as the "**THERAPIST**".

### **WITNESSETH:**

**THERAPIST** agrees to provide services for and on behalf of the DISTRICT in accordance with the Scope of Services.

### **SCOPE OF SERVICES**

- Speech and Language Evaluations
- Speech Evaluations
- Speech and Language Therapy
- Attendance of staffing for student eligibility, placement, and IEP's.
- LEA function as requested by the Director of Special Services for Gilchrist County Schools.
- Parent conferences as requested.
- Tracking of school records and maintenance of records to ensure that appropriate forms are maintained at the school and at the Special Services Office.
- Monitoring of time frames to ensure that the orderly process of assessment, eligibility and placement is maintained within the guidelines required by the Department of Education.
- Ensure that the Specific Programs and Procedures for Gilchrist County for the school term, 2019-2020 are adhered to.
- Maintain and provide documentation records for Medicaid reimbursement.
- Contracted Vendors must sign in and out at each location in real time.
- Document all services for all students on Medicaid 3.0 the same day as the therapy
- Attend Medicaid training



**TERM:** This Agreement shall be for a period beginning July 1, 2019, terminating on June 30, 2020.

**REPRESENTATIVE:** The DISTRICT'S representative in matters related to this Agreement is Dr. James Surrency, hereinafter referred to as "Director".

**SCHEDULING:** Monday through Friday, school days only.

**PAYMENT:** THERAPIST to submit monthly billing, to the "Director" in the following manner:

Monthly invoices must include the following documentation for the hours/time billed, date, time, student name, school and services(s) provided.

Billing will be submitted monthly, no later the 10<sup>th</sup> of each month, based at a rate of \$57.00 per hour.

**INSURANCE:** During the entire term of this Agreement, THERAPIST shall procure, maintain in full force and effect a policy or policies of insurance at its own cost and expense as outlined below:

**General liability** coverage of at least one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate.

**Automobile liability** coverage of at least of one million dollars (\$1,000,000) combined single limit (CSL) each accident including hired and non-owned vehicles used in relation to the performance of service(s) by THERAPIST, if THERAPIST is transporting students.

**Workers' Compensation,** Schedule A - as prescribed by Florida Statute 440. Schedule B - Provider shall provide Employer's Liability coverage in the amount of \$500,000 / \$5000,000 / \$500,000. Exempt employers are required to provide a letter of exempt status from the Division of Workers' Compensation.

**Errors and Omissions** Liability coverage with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate.

Said insurance shall be effective until the last day of the present school year. Not later than the effective date of this Agreement, THERAPIST shall provide DISTRICT with satisfactory evidence of insurance, naming DISTRICT as Additional Insured on the General Liability policy and the Automobile Liability policy, including a provision for a thirty (30) calendar day written notice to DISTRICT before cancellation or material change, evidencing the above-specific coverage.

DISTRICT reserves the right to revise the requirements of this provision at any time. If DISTRICT determines that additional insurance coverage is necessary, DISTRICT will reopen negotiations with THERAPIST to modify the terms of the Agreement.

**LEVEL II BACKGROUND SCREENING:** Therapist represents and warrants to the School Board that the Therapist has read and is familiar with Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 regarding background investigations. Therapist covenants to comply with all requirements of the above cited statutes and shall provide School Board with proof of compliance upon request. Therapist agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Therapist's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467 and 1012.468.

**INDEPENDENT CONTRACTOR.** It is mutually agreed and understood that the services provided by Therapist to School Board pursuant to this Agreement are rendered by the Therapist to School Board as an independent contractor, and nothing contained in this Agreement shall be construed as creating an employer/employee, partnership, joint venture, or principal/agent relationship between School Board and Therapist. In this regard, neither the Therapist nor any of Therapist's agents, representatives, employees or independent contractors shall

be deemed to be employed by School Board for purposes of any tax or contribution levied by, under or in accordance with any federal, state or local laws with respect to employment or compensation for employment, or for any purpose whatsoever. In addition, neither Therapist nor any of its employees, agents, representatives, or independent contractors shall be entitled to any fringe benefits, including participation in any health insurance, dental, retirement, or any other defined benefit or deferred compensation plans established or offered by School Board to or for the benefit of any of the School Board's employees. Therapist shall render services hereunder as an independent contractor on behalf of the School Board, and any duties of Therapist arising out of this Agreement shall be owed solely to School Board (or its Affiliates) and not for the benefit of any third parties. Therapist shall not have any right or authority during the Term to assume or create any obligations or responsibility, expressed or implied, on behalf of or in the name of School Board (or any of its Affiliates) in any way. Therapist covenants and agrees with School Board that Therapist shall pay when due all taxes or contributions levied by, or in accordance with, any federal, state or local law due with respect to any of Therapist's employees, agents or independent contractors for all purposes whatsoever.

**INDEMNIFICATION (BY OTHER PARTY):** Therapist for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the SCHOOL BOARD and its officers and employees harmless for any from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by the Therapist, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed upon the Therapist by this Agreement and any covenant or provision hereof, including but not limited to defending the SCHOOL BOARD and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SCHOOL BOARD, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the SCHOOL BOARD. The Therapist shall indemnify and hold the SCHOOL BOARD harmless from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by the Therapist, its employees, appointees or agents, in the performance of or relating to

the performance of the duties imposed by this Agreement. The Therapist shall immediately give the SCHOOL BOARD written notice of all claims asserted against the Therapist and the SCHOOL BOARD shall have the right but not the obligation to participate in any defense.

**REPORTING:** THERAPIST shall submit reports as defined in the Scope of Services and at the direction of the DIRECTOR.

**NON-APPROPRIATION CLAUSE:** The School Board's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the School Board and the availability of funds to pay for the goods and services in this Agreement. The School Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by the School Board. Therapist will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the School Board shall remain obligated to pay for all purchase orders for products or services fulfilled by Therapist prior to the termination notice.

**STUDENT RECORDS:** Notwithstanding any provision to the contrary contained in this agreement between Therapist and The School Board of Gilchrist County, Florida; Therapist and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stat. or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Therapist for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold The School Board of Gilchrist County, Florida and its officers and employees harmless for any violation of this covenant, including but not limited to defending The School Board of Gilchrist County, Florida and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon The School Board of Gilchrist County, Florida, or

payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon The School Board of Gilchrist County, Florida arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant or the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stats.

In the performance of its duties under this contract the Therapist will:

- a) Keep and maintain Student records required by the School Board to perform the services.
- b) Upon request from the School Board's custodian of Student records, provide the School Board with the originals of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that Student records that are exempt or confidential and exempt from Student records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Therapist does not transfer the records to the School Board pursuant to this contract.
- d) Upon completion of the contract, Therapist shall transfer, at no cost, to the School Board all Student records in possession of Therapist. With the express written consent of the School Board, Therapist may be authorized to destroy all such duplicate Student records required by the School Board to perform the services and certify in writing the destruction of all such Student records to the School Board. All Student records stored electronically must be provided to the School Board, upon request of the School Board's custodian of Student records, in a format that is compatible with the information technology systems of the School Board.
- e) The failure of the Therapist to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which

may result in immediate termination, with no penalty to the School Board.

- f) This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Therapist until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**CONFIDENTIAL INFORMATION:** Notwithstanding the foregoing, the Parties recognize that the School Board is subject to the provisions of the Florida Public Records Law, as codified in Chapter 119, Florida Statutes. In the event that the School Board is served with a request to disclose any or all of Therapist Confidential Information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, the School Board will promptly notify Therapist in order to provide Therapist sufficient time to object to such request and pursue a court order protecting the disclosure of such information at Therapist's sole costs and expense. Therapist shall notify the School Board, in writing, of its intent to seek protection of the Confidential Information within 10 days of receipt of the School Board's notification. Therapist's failure to notify the School Board of its intent to seek protection shall authorize the disclosure of the requested information and shall authorize the School Board to comply with the disclosure request. If Therapist notifies the School Board of its intent to seek a court order protecting the disclosure of the information, then the School Board will take reasonable steps to cooperate with Therapist in contesting such request, requirement or order or in otherwise protecting Therapist rights prior to disclosure.

**NON-DISPARAGEMENT:** Therapist, on its behalf and on behalf of its employees, officers, members, managers, and agents, covenants and agrees that such party shall not make any disparaging, impugning, negative or otherwise damaging statements or remarks about School Board or any of its Affiliates, representatives, partners, agents, officers, directors or employees or otherwise take any action or fail to take any action with the primary intent of impugning or damaging the reputation or business of School Board or of any its Affiliates, representatives, agents, officers, directors or employees. The provisions of this section shall survive the termination of this Agreement



**SOVEREIGN IMMUNITY:** Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party for allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Third Judicial Circuit, Gilchrist County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

**TERMINATION CLAUSE:** This Agreement may be terminated by (i) either party without cause upon delivery of written notice of such intent to terminate this Agreement not less than 30 days' prior to the effective date of such termination; (ii) written agreement executed by both the Therapist and School Board; or (iii) School Board, at any time, if Therapist fails to perform Therapist's duties hereunder or breaches any of Therapist's covenants contained herein.

**DISPUTE RESOLUTION PROCEDURE:** Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure. The parties agree that upon any party entering this Dispute Resolution Procedure, any applicable statute of limitations shall be tolled until resolution of said dispute or controversy.

**Level 1:** Before entering Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), Therapist and BOARD shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The series of meetings shall consist of not less than two face-to-face meetings, the first of which shall be between the Therapist and BOARD Designees. If no resolution is accomplished, the second meeting shall be between the Therapist and the Superintendent of Schools. Both parties agree to put forth their best efforts in these meetings. All meetings shall be held at the School Board's Administrative Complex, located at 310 NW 11th Avenue, Trenton, Florida unless otherwise mutually agreed upon by the parties. The Level 1 period shall begin when one party gives notice in accordance with Section [on Notices] that it is entering this Level 1 procedure to resolve the dispute.

**Level 2:** Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering Level 3 of the DRP, Therapist and BOARD shall enter a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the parties. The mediation process is defined as follows:

The parties shall select a mutually agreeable mediator to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either party. The mediation shall be held School Board's Administrative offices located at 310 NW 11th Avenue, Trenton Florida unless mutually agreed upon by the parties. The parties stipulate and agree that the mediation shall be subject to the confidentiality requirements of Mediation Proceedings in Chapter 44.401-44.406, Florida Statutes.

**Level 3:** Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may sue in the Third Judicial Circuit Court located in Gilchrist County, Florida. If a party initiates a Level 3 action, the parties hereby unconditionally waive their respective rights to a jury trial.



## **STUDENT RECORDS**

Therapist is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a) Keep and maintain public records required by the School Board to perform the service.
- b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Therapist does not transfer the records to the School Board.
- d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Therapist or keep and maintain public records required by the School Board to perform the service. If Therapist transfers all public records to the School Board upon completion of the contract, Therapist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Therapist keeps and maintains public records upon completion of the contract, Therapist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e) The failure of the Therapist to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

**THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THIS AGREEMENT WITH THEIR RESPECTIVE ATTORNEY(S),**

**THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.**

**ENTIRE AGREEMENT:** This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, to be binding, must be written and signed by the Parties hereto.

**OPPORTUNITY TO CONSULT WITH COUNSEL:** The Parties acknowledge that they have had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and of its legal effect and fully understand and agree to each and every provision hereof without reservation, and that they have executed this Agreement in reliance on their own judgment and free from any coercion, duress or undue influence.

**NOTICES:** All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

**THE GILCHRIST COUNTY SCHOOL DISTRICT**

BY:

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D. Deen Lancaster, Chairman

ATTEST:

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Robert Rankin, Superintendent of Schools

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Emily K. Butcher Shepard, Speech/Language  
Therapist

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Witness

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Date

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Witness

## **SPEECH/LANGUAGE SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of July, 2019 between the **School Board of Gilchrist County**, hereinafter referred to as "**DISTRICT**"; whose address is 310 NW 11th Avenue, and **Allison Cooper**, whose address is PO Box 715, Trenton, FL 32693, hereinafter referred to as the "**THERAPIST**".

### **WITNESSETH:**

**THERAPIST** agrees to provide services for and on behalf of the DISTRICT in accordance with the Scope of Services.

### **SCOPE OF SERVICES**

- Speech and Language Evaluations
- Speech Evaluations
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**TERM:** This Agreement shall be for a period beginning July 1, 2019, terminating on June 30, 2020.

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**LEVEL II BACKGROUND SCREENING:** Therapist represents and warrants to the School Board that the Therapist has read and is familiar with Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 regarding background investigations. Therapist covenants to comply with all requirements of the above cited statutes and shall provide School Board with proof of compliance upon request. Therapist agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Therapist's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467 and 1012.468.

**INDEPENDENT CONTRACTOR.** It is mutually agreed and understood that the services provided by Therapist to School Board pursuant to this Agreement are rendered by the Therapist to School Board as an independent contractor, and nothing contained in this Agreement shall be construed as creating an employer/employee, partnership, joint venture, or principal/agent relationship between School Board and Therapist. In this regard, neither the Therapist nor any of Therapist's agents, representatives, employees or independent contractors shall be deemed to be employed by School Board for purposes of any tax or contribution levied by, under or in accordance with any federal, state or local laws with respect to employment or compensation for employment, or for any purpose whatsoever.

In addition, neither Therapist nor any of its employees, agents, representatives, or independent contractors shall be entitled to any fringe benefits, including participation in any health insurance, dental, retirement, or any other defined benefit or deferred compensation plans established or offered by School Board to or for the benefit of any of the School Board's employees. Therapist shall render services hereunder as an independent contractor on behalf of the School Board, and any duties of Therapist arising out of this Agreement shall be owed solely to School Board (or its Affiliates) and not for the benefit of any third parties. Therapist shall not have any right or authority during the Term to assume or create any obligations or responsibility, expressed or implied, on behalf of or in the name of School Board (or any of its Affiliates) in any way. Therapist covenants and agrees with School Board that Therapist shall pay when due all taxes or contributions levied by, or in accordance with, any federal, state or local law due with respect to any of Therapist's employees, agents or independent contractors for all purposes whatsoever.

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the Therapist and the SCHOOL BOARD shall have the right but not the obligation to participate in any defense.

**REPORTING:** THERAPIST shall submit reports as defined in the Scope of Services and at the direction of the DIRECTOR.

**NON-APPROPRIATION CLAUSE:** The School Board's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the School Board and the availability of funds to pay for the goods and services in this Agreement. The School Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by the School Board. Therapist will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the School Board shall remain obligated to pay for all purchase orders for products or services fulfilled by Therapist prior to the termination notice.

**STUDENT RECORDS:** Notwithstanding any provision to the contrary contained in this agreement between Therapist and The School Board of Gilchrist County, Florida; Therapist and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stat. or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Therapist for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold The School Board of Gilchrist County, Florida and its officers and employees harmless for any violation of this covenant, including but not limited to defending The School Board of Gilchrist County, Florida and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon The School Board of Gilchrist County, Florida, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon The School Board of Gilchrist County, Florida



arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant or the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stats.

In the performance of its duties under this contract the Therapist will:

- a) Keep and maintain Student records required by the School Board to perform the services.
- b) Upon request from the School Board's custodian of Student records, provide the School Board with the originals of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
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- e) The failure of the Therapist to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

- f) This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Therapist until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**CONFIDENTIAL INFORMATION:** Notwithstanding the foregoing, the Parties recognize that the School Board is subject to the provisions of the Florida Public Records Law, as codified in Chapter 119, Florida Statutes. In the event that the School Board is served with a request to disclose any or all of Therapist Confidential Information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, the School Board will promptly notify Therapist in order to provide Therapist sufficient time to object to such request and pursue a court order protecting the disclosure of such information at Therapist's sole costs and expense. Therapist shall notify the School Board, in writing, of its intent to seek protection of the Confidential Information within 10 days of receipt of the School Board's notification. Therapist's failure to notify the School Board of its intent to seek protection shall authorize the disclosure of the requested information and shall authorize the School Board to comply with the disclosure request. If Therapist notifies the School Board of its intent to seek a court order protecting the disclosure of the information, then the School Board will take reasonable steps to cooperate with Therapist in contesting such request, requirement or order or in otherwise protecting Therapist rights prior to disclosure.

**NON-DISPARAGEMENT:** Therapist, on its behalf and on behalf of its employees, officers, members, managers, and agents, covenants and agrees that such party shall not make any disparaging, impugning, negative or otherwise damaging statements or remarks about School Board or any of its Affiliates, representatives, partners, agents, officers, directors or employees or otherwise take any action or fail to take any action with the primary intent of impugning or damaging the reputation or business of School Board or of any its Affiliates, representatives, agents, officers, directors or employees. The provisions of this section shall survive the termination of this Agreement

**SOVEREIGN IMMUNITY:** Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party for allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Third Judicial Circuit, Gilchrist County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

**TERMINATION CLAUSE:** This Agreement may be terminated by (i) either party without cause upon delivery of written notice of such intent to terminate this Agreement not less than 30 days' prior to the effective date of such termination; (ii) written agreement executed by both the Therapist and School Board; or (iii) School Board, at any time, if Therapist fails to perform Therapist's duties hereunder or breaches any of Therapist's covenants contained herein.

**DISPUTE RESOLUTION PROCEDURE:** Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure. The parties agree that upon any party entering this Dispute Resolution Procedure, any applicable statute of limitations shall be tolled until resolution of said dispute or controversy.

**Level 1:** Before entering Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), Therapist and BOARD shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The series of meetings shall consist of not less than two face-to-face meetings, the first of which shall be between the Therapist and BOARD Designees. If no resolution is accomplished, the second meeting shall be between the Therapist and the Superintendent of Schools. Both parties agree to put forth their best efforts in these meetings. All meetings shall be held at the School Board's Administrative Complex, located at 310 NW 11th Avenue, Trenton, Florida unless otherwise mutually agreed upon by the parties. The Level 1 period shall begin when one party gives notice in accordance with Section [on Notices] that it is entering this Level 1 procedure to resolve the dispute.

**Level 2:** Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering Level 3 of the DRP, Therapist and BOARD shall enter a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the parties. The mediation process is defined as follows:

The parties shall select a mutually agreeable mediator to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either party. The mediation shall be held School Board's Administrative offices located at 310 NW 11th Avenue, Trenton Florida unless mutually agreed upon by the parties. The parties stipulate and agree that the mediation shall be subject to the confidentiality requirements of Mediation Proceedings in Chapter 44.401-44.406, Florida Statutes.

**Level 3:** Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may sue in the Third Judicial Circuit Court located in Gilchrist County, Florida. If a party initiates a Level 3 action, the parties hereby unconditionally waive their respective rights to a jury trial.

## **STUDENT RECORDS**

Therapist is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a) Keep and maintain public records required by the School Board to perform the service.
- b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Therapist does not transfer the records to the School Board.
- d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Therapist or keep and maintain public records required by the School Board to perform the service. If Therapist transfers all public records to the School Board upon completion of the contract, Therapist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Therapist keeps and maintains public records upon completion of the contract, Therapist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e) The failure of the Therapist to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

**THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THIS AGREEMENT WITH THEIR RESPECTIVE ATTORNEY(S),**

**THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.**

**ENTIRE AGREEMENT:** This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, to be binding, must be written and signed by the Parties hereto.

**OPPORTUNITY TO CONSULT WITH COUNSEL:** The Parties acknowledge that they have had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and of its legal effect and fully understand and agree to each and every provision hereof without reservation, and that they have executed this Agreement in reliance on their own judgment and free from any coercion, duress or undue influence.

**NOTICES:** All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

**THE GILCHRIST COUNTY SCHOOL DISTRICT**

BY:

\_\_\_\_\_  
D. Deen Lancaster, Chairman

ATTEST:

\_\_\_\_\_  
Robert Rankin, Superintendent of Schools

\_\_\_\_\_  
Allison Cooper, Speech/Language Therapist

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness



## **OCCUPATIONAL THERAPY AGREEMENT**

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of July, 2019 between the **School Board of Gilchrist County**, hereinafter referred to as "**DISTRICT**"; whose address is 310 NW 11th Avenue, and **Amy Parker Therapy Services**, whose address is 506 NW 526<sup>th</sup> Street, Cross City, FL 32628, hereinafter referred to as the "**THERAPIST**".

### **WITNESSETH:**

**THERAPIST** agrees to provide services for and on behalf of the DISTRICT in accordance with the Scope of Services.

### **SCOPE OF SERVICES**

- Occupational Therapy Evaluations
- Occupational Therapy
- Attendance of staffing for student eligibility, placement, and IEP's.
- LEA function as requested by the Director of Special Services for Gilchrist County Schools.
- Parent conferences as requested.
- Tracking of school records and maintenance of records to ensure that appropriate forms are maintained at the school and at the Special Programs Office.
- Monitoring of time frames to ensure that the orderly process of assessment, eligibility and placement is maintained within the guidelines required by the Department of Education.
- Ensure that the specific programs and procedures for Gilchrist County for the school term, 2019-2020 are adhered to.
- Maintain and provide documentation records for Medicaid reimbursement.
- Contracted Vendors must sign in and out at each location in real time.
- Document all services for all students on Medicaid 3.0 the same day as the therapy
- Attend Medicaid training

**TERM:** This Agreement shall be for a period beginning July 1, 2019, terminating on June 30, 2020.

**REPRESENTATIVE:** The DISTRICT'S representative in matters related to this Agreement is Dr. James Surrency, hereinafter referred to as "Director".

**SCHEDULING:** Monday through Friday, school days only.

**PAYMENT:** THERAPIST to submit monthly billing, to the "Director" in the following manner:

Monthly invoices must include the following documentation for the hours/time billed, date, time, student name, school and services(s) provided.

Billing will be submitted monthly, no later the 10<sup>th</sup> of each month, based at a rate of \$60.00 per hour.

**INSURANCE:** During the entire term of this Agreement, THERAPIST shall procure, maintain in full force and effect a policy or policies of insurance at its own cost and expense as outlined below:

**General liability** coverage of at least one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate.

**Automobile liability** coverage of at least of one million dollars (\$1,000,000) combined single limit (CSL) each accident including hired and non-owned vehicles used in relation to the performance of service(s) by THERAPIST, if THERAPIST is transporting students.

**Workers' Compensation**, Schedule A - as prescribed by Florida Statute 440. Schedule B - Provider shall provide Employer's Liability coverage in the amount of \$500,000 / \$5000,000 / \$500,000. Exempt employers are required to provide a letter of exempt status from the Division of Workers' Compensation.

**Errors and Omissions** Liability coverage with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate.

Said insurance shall be effective until the last day of the present school year. Not later than the effective date of this Agreement, THERAPIST shall provide DISTRICT with satisfactory evidence of insurance, naming DISTRICT as Additional Insured on the General Liability policy and the Automobile Liability policy, including a provision for a thirty (30) calendar day written notice to DISTRICT before cancellation or material change, evidencing the above-specific coverage.

DISTRICT reserves the right to revise the requirements of this provision at any time. If DISTRICT determines that additional insurance coverage is necessary, DISTRICT will reopen negotiations with THERAPIST to modify the terms of the Agreement.

**LEVEL II BACKGROUND SCREENING:** Therapist represents and warrants to the School Board that the Therapist has read and is familiar with Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 regarding background investigations. Therapist covenants to comply with all requirements of the above cited statutes and shall provide School Board with proof of compliance upon request. Therapist agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Therapist's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467 and 1012.468.

**INDEPENDENT CONTRACTOR.** It is mutually agreed and understood that the services provided by Therapist to School Board pursuant to this Agreement are rendered by the Therapist to School Board as an independent contractor, and nothing contained in this Agreement shall be construed as creating an employer/employee, partnership, joint venture, or principal/agent relationship between School Board and Therapist. In this regard, neither the Therapist nor any of Therapist's agents, representatives, employees or independent contractors shall be deemed to be employed by School Board for purposes of any tax or contribution levied by, under or in accordance with any federal, state or local laws with respect to employment or compensation for employment, or for any purpose whatsoever.

In addition, neither Therapist nor any of its employees, agents, representatives, or independent contractors shall be entitled to any fringe benefits, including participation in any health insurance, dental, retirement, or any other defined benefit or deferred compensation plans established or offered by School Board to or for the benefit of any of the School Board's employees. Therapist shall render services hereunder as an independent contractor on behalf of the School Board, and any duties of Therapist arising out of this Agreement shall be owed solely to School Board (or its Affiliates) and not for the benefit of any third parties. Therapist shall not have any right or authority during the Term to assume or create any obligations or responsibility, expressed or implied, on behalf of or in the name of School Board (or any of its Affiliates) in any way. Therapist covenants and agrees with School Board that Therapist shall pay when due all taxes or contributions levied by, or in accordance with, any federal, state or local law due with respect to any of Therapist's employees, agents or independent contractors for all purposes whatsoever.

**INDEMNIFICATION (BY OTHER PARTY):** Therapist for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the SCHOOL BOARD and its officers and employees harmless for any from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by the Therapist, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed upon the Therapist by this Agreement and any covenant or provision hereof, including but not limited to defending the SCHOOL BOARD and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SCHOOL BOARD, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the SCHOOL BOARD. The Therapist shall indemnify and hold the SCHOOL BOARD harmless from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by the Therapist, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed by this Agreement. The Therapist shall immediately give the SCHOOL BOARD written notice of all claims asserted against

the Therapist and the SCHOOL BOARD shall have the right but not the obligation to participate in any defense.

**REPORTING:** THERAPIST shall submit reports as defined in the Scope of Services and at the direction of the DIRECTOR.

**NON-APPROPRIATION CLAUSE:** The School Board's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the School Board and the availability of funds to pay for the goods and services in this Agreement. The School Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by the School Board. Therapist will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the School Board shall remain obligated to pay for all purchase orders for products or services fulfilled by Therapist prior to the termination notice.

**STUDENT RECORDS:** Notwithstanding any provision to the contrary contained in this agreement between Therapist and The School Board of Gilchrist County, Florida; Therapist and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stat. or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Therapist for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold The School Board of Gilchrist County, Florida and its officers and employees harmless for any violation of this covenant, including but not limited to defending The School Board of Gilchrist County, Florida and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon The School Board of Gilchrist County, Florida, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon The School Board of Gilchrist County, Florida

arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant or the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stats.

In the performance of its duties under this contract the Therapist will:

- a) Keep and maintain Student records required by the School Board to perform the services.
- b) Upon request from the School Board's custodian of Student records, provide the School Board with the originals of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that Student records that are exempt or confidential and exempt from Student records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Therapist does not transfer the records to the School Board pursuant to this contract.
- d) Upon completion of the contact, Therapist shall transfer, at no cost, to the School Board all Student records in possession of Therapist. With the express written consent of the School Board, Therapist may be authorized to destroy all such duplicate Student records required by the School Board to perform the services and certify in writing the destruction of all such Student records to the School Board. All Student records stored electronically must be provided to the School Board, upon request of the School Board's custodian of Student records, in a format that is compatible with the information technology systems of the School Board.
- e) The failure of the Therapist to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.



- f) This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Therapist until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**CONFIDENTIAL INFORMATION:** Notwithstanding the foregoing, the Parties recognize that the School Board is subject to the provisions of the Florida Public Records Law, as codified in Chapter 119, Florida Statutes. In the event that the School Board is served with a request to disclose any or all of Therapist Confidential Information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, the School Board will promptly notify Therapist in order to provide Therapist sufficient time to object to such request and pursue a court order protecting the disclosure of such information at Therapist's sole costs and expense. Therapist shall notify the School Board, in writing, of its intent to seek protection of the Confidential Information within 10 days of receipt of the School Board's notification. Therapist's failure to notify the School Board of its intent to seek protection shall authorize the disclosure of the requested information and shall authorize the School Board to comply with the disclosure request. If Therapist notifies the School Board of its intent to seek a court order protecting the disclosure of the information, then the School Board will take reasonable steps to cooperate with Therapist in contesting such request, requirement or order or in otherwise protecting Therapist rights prior to disclosure.

**NON-DISPARAGEMENT:** Therapist, on its behalf and on behalf of its employees, officers, members, managers, and agents, covenants and agrees that such party shall not make any disparaging, impugning, negative or otherwise damaging statements or remarks about School Board or any of its Affiliates, representatives, partners, agents, officers, directors or employees or otherwise take any action or fail to take any action with the primary intent of impugning or damaging the reputation or business of School Board or of any its Affiliates, representatives, agents, officers, directors or employees. The provisions of this section shall survive the termination of this Agreement



**SOVEREIGN IMMUNITY:** Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party for allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Third Judicial Circuit, Gilchrist County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

**TERMINATION CLAUSE:** This Agreement may be terminated by (i) either party without cause upon delivery of written notice of such intent to terminate this Agreement not less than 30 days' prior to the effective date of such termination; (ii) written agreement executed by both the Therapist and School Board; or (iii) School Board, at any time, if Therapist fails to perform Therapist's duties hereunder or breaches any of Therapist's covenants contained herein.

**DISPUTE RESOLUTION PROCEDURE:** Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure. The parties agree that upon any party entering this Dispute Resolution Procedure, any applicable statute of limitations shall be tolled until resolution of said dispute or controversy.

**Level 1:** Before entering Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), Therapist and BOARD shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The series of meetings shall consist of not less than two face-to-face meetings, the first of which shall be between the Therapist and BOARD Designees. If no resolution is accomplished, the second meeting shall be between the Therapist and the Superintendent of Schools. Both parties agree to put forth their best efforts in these meetings. All meetings shall be held at the School Board's Administrative Complex, located at 310 NW 11th Avenue, Trenton, Florida unless otherwise mutually agreed upon by the parties. The Level 1 period shall begin when one party gives notice in accordance with Section [on Notices] that it is entering this Level 1 procedure to resolve the dispute.

**Level 2:** Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering Level 3 of the DRP, Therapist and BOARD shall enter a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the parties. The mediation process is defined as follows:

The parties shall select a mutually agreeable mediator to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either party. The mediation shall be held School Board's Administrative offices located at 310 NW 11th Avenue, Trenton Florida unless mutually agreed upon by the parties. The parties stipulate and agree that the mediation shall be subject to the confidentiality requirements of Mediation Proceedings in Chapter 44.401-44.406, Florida Statutes.

**Level 3:** Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may sue in the Third Judicial Circuit Court located in Gilchrist County, Florida. If a party initiates a Level 3 action, the parties hereby unconditionally waive their respective rights to a jury trial.

## **STUDENT RECORDS**

Therapist is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a) Keep and maintain public records required by the School Board to perform the service.
- b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Therapist does not transfer the records to the School Board.
- d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Therapist or keep and maintain public records required by the School Board to perform the service. If Therapist transfers all public records to the School Board upon completion of the contract, Therapist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Therapist keeps and maintains public records upon completion of the contract, Therapist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e) The failure of the Therapist to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

**THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THIS AGREEMENT WITH THEIR RESPECTIVE ATTORNEY(S),**

**THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.**

**ENTIRE AGREEMENT:** This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, to be binding, must be written and signed by the Parties hereto.

**OPPORTUNITY TO CONSULT WITH COUNSEL:** The Parties acknowledge that they have had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and of its legal effect and fully understand and agree to each and every provision hereof without reservation, and that they have executed this Agreement in reliance on their own judgment and free from any coercion, duress or undue influence.

**NOTICES:** All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

**THE GILCHRIST COUNTY SCHOOL DISTRICT**

BY:

\_\_\_\_\_  
D. Deen Lancaster, Chairman

ATTEST:

\_\_\_\_\_  
Robert Rankin, Superintendent of Schools

\_\_\_\_\_  
Amy C. Parker, Occupational Therapist

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

## **PSYCHOLOGICAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of July, 2019 between the **School Board of Gilchrist County**, hereinafter referred to as "**DISTRICT**"; whose address is 310 NW 11th Avenue, and **Karen Arnold**, whose address is 2351 NE 202<sup>nd</sup> Terrace, Williston, FL 32696, hereinafter referred to as the "**PSYCHOLOGIST**".

### **WITNESSETH:**

**PSYCHOLOGIST** agrees to provide services for and on behalf of the DISTRICT in accordance with the Scope of Services.

### **SCOPE OF SERVICES**

- Review of school records, referral data and reports.
- Appropriate testing and related assessment procedures consistent with Florida State Board of Education Programs.
- Written reports consistent with Florida State Board of Education Rules for Exceptional Student Education Programs.
- Phone conferences for clarification of testing/reports.
- Initial psychological evaluations.
- Re-evaluations.
- Gifted evaluations.
- Screening for gifted children.
- Consultations with parents, teachers and other school officials.
- Attend IEP meetings if necessary.
- Such other related services are necessary.

**TERM:** This Agreement shall be for a period beginning July 1, 2019, terminating on June 30, 2020.

**REPRESENTATIVE:** The DISTRICT'S representative in matters related to this Agreement is Dr. James Surrency, hereinafter referred to as "Director".

**SCHEDULING**: Monday through Friday, school days only.

**PAYMENT**: PSYCHOLOGIST to submit monthly billing, to the "Director" in the following manner:

Monthly invoices must include the following documentation for the hours/time billed, date, time, student name, school and services(s) provided.

Billing will be submitted monthly, no later the 10<sup>th</sup> of each month. Billing shall be at the following rates:

- Initial EBD psychological evaluation at five hundred dollars (\$500.00) each.
- Other initial psychological evaluations at four hundred fifty dollars (\$450.00) each.
- Special re-evaluations at four hundred fifty dollars (\$450.00) each.
- Re-evaluations not including intellectual measure at two hundred fifty dollars (\$250.00) each.
- Gifted evaluations at two hundred dollars (\$200.00) each.
- Other related services not to exceed seventy-five (\$75.00) each.

**INSURANCE**: During the entire term of this Agreement, PSYCHOLOGIST shall procure, maintain in full force and effect a policy or policies of insurance at its own cost and expense as outlined below:

**General liability** coverage of at least one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate.

**Automobile liability** coverage of at least of one million dollars (\$1,000,000) combined single limit (CSL) each accident including hired and non-owned vehicles used in relation to the performance of service(s) by PSYCHOLOGIST, if PSYCHOLOGIST is transporting students.



**Workers' Compensation**, Schedule A - as prescribed by Florida Statute 440. Schedule B - Provider shall provide Employer's Liability coverage in the amount of \$500,000 / \$5000,000 / \$500,000. Exempt employers are required to provide a letter of exempt status from the Division of Workers' Compensation.

**Errors and Omissions** Liability coverage with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate.

Said insurance shall be effective until the last day of the present school year. Not later than the effective date of this Agreement, PSYCHOLOGIST shall provide DISTRICT with satisfactory evidence of insurance, naming DISTRICT as Additional Insured on the General Liability policy and the Automobile Liability policy, including a provision for a thirty (30) calendar day written notice to DISTRICT before cancellation or material change, evidencing the above-specific coverage.

DISTRICT reserves the right to revise the requirements of this provision at any time. If DISTRICT determines that additional insurance coverage is necessary, DISTRICT will reopen negotiations with PSYCHOLOGIST to modify the terms of the Agreement.

**LEVEL II BACKGROUND SCREENING:** Psychologist represents and warrants to the School Board that the Psychologist has read and is familiar with Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 regarding background investigations. Psychologist covenants to comply with all requirements of the above cited statutes and shall provide School Board with proof of compliance upon request. Psychologist agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Psychologist's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467 and 1012.468.

**INDEPENDENT CONTRACTOR.** It is mutually agreed and understood that the services provided by Psychologist to School Board pursuant to this Agreement are rendered by the Psychologist to School Board as an independent contractor, and nothing contained in this Agreement shall be construed as creating an employer/employee, partnership, joint venture, or principal/agent relationship between School Board and Psychologist. In this regard, neither the Psychologist nor any of Psychologist's agents, representatives, employees or independent contractors shall be deemed to be employed by School Board for purposes of any tax or contribution levied by, under or in accordance with any federal, state or local laws with respect to employment or compensation for employment, or for any purpose whatsoever. In addition, neither Psychologist nor any of its employees, agents, representatives, or independent contractors shall be entitled to any fringe benefits, including participation in any health insurance, dental, retirement, or any other defined benefit or deferred compensation plans established or offered by School Board to or for the benefit of any of the School Board's employees. Psychologist shall render services hereunder as an independent contractor on behalf of the School Board, and any duties of Psychologist arising out of this Agreement shall be owed solely to School Board (or its Affiliates) and not for the benefit of any third parties. Psychologist shall not have any right or authority during the Term to assume or create any obligations or responsibility, expressed or implied, on behalf of or in the name of School Board (or any of its Affiliates) in any way. Psychologist covenants and agrees with School Board that Psychologist shall pay when due all taxes or contributions levied by, or in accordance with, any federal, state or local law due with respect to any of Psychologist's employees, agents or independent contractors for all purposes whatsoever.

**INDEMNIFICATION (BY OTHER PARTY):** Psychologist for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the SCHOOL BOARD and its officers and employees harmless for any from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by the Psychologist, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed upon the Psychologist by this Agreement and any covenant or provision hereof, including but

not limited to defending the SCHOOL BOARD and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SCHOOL BOARD, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the SCHOOL BOARD. The Psychologist shall indemnify and hold the SCHOOL BOARD harmless from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by the Psychologist, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed by this Agreement. The Psychologist shall immediately give the SCHOOL BOARD written notice of all claims asserted against the Psychologist and the SCHOOL BOARD shall have the right but not the obligation to participate in any defense.

**REPORTING:** PSYCHOLOGIST shall submit reports as defined in the Scope of Services and at the direction of the DIRECTOR.

**NON-APPROPRIATION CLAUSE:** The School Board's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the School Board and the availability of funds to pay for the goods and services in this Agreement. The School Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by the School Board. Psychologist will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the School Board shall remain obligated to pay for all purchase orders for products or services fulfilled by Psychologist prior to the termination notice.

**STUDENT RECORDS:** Notwithstanding any provision to the contrary contained in this agreement between Psychologist and The School Board of Gilchrist County, Florida; Psychologist and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stat. or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Psychologist for itself

and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold The School Board of Gilchrist County, Florida and its officers and employees harmless for any violation of this covenant, including but not limited to defending The School Board of Gilchrist County, Florida and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon The School Board of Gilchrist County, Florida, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon The School Board of Gilchrist County, Florida arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant or the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stats.

In the performance of its duties under this contract the Psychologist will:

- a) Keep and maintain Student records required by the School Board to perform the services.
- b) Upon request from the School Board's custodian of Student records, provide the School Board with the originals of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that Student records that are exempt or confidential and exempt from Student records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Psychologist does not transfer the records to the School Board pursuant to this contract.
- d) Upon completion of the contract, Psychologist shall transfer, at no cost, to the School Board all Student records in possession of Psychologist. With the express written consent of the School Board, Psychologist may be authorized to destroy all such duplicate Student records required by the School Board to perform the services and certify in writing the destruction of all such Student

records to the School Board. All Student records stored electronically must be provided to the School Board, upon request of the School Board's custodian of Student records, in a format that is compatible with the information technology systems of the School Board.

- e) The failure of the Psychologist to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.
- f) This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Psychologist until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**CONFIDENTIAL INFORMATION:** Notwithstanding the foregoing, the Parties recognize that the School Board is subject to the provisions of the Florida Public Records Law, as codified in Chapter 119, Florida Statutes. In the event that the School Board is served with a request to disclose any or all of Psychologist Confidential Information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, the School Board will promptly notify Psychologist in order to provide Psychologist sufficient time to object to such request and pursue a court order protecting the disclosure of such information at Psychologist's sole costs and expense. Psychologist shall notify the School Board, in writing, of its intent to seek protection of the Confidential Information within 10 days of receipt of the School Board's notification. Psychologist's failure to notify the School Board of its intent to seek protection shall authorize the disclosure of the requested information and shall authorize the School Board to comply with the disclosure request. If Psychologist notifies the School Board of its intent to seek a court order protecting the disclosure of the information, then the School Board will take reasonable steps to cooperate with Psychologist in contesting such request, requirement or order or in otherwise protecting Psychologist rights prior to disclosure.

**NON-DISPARAGEMENT:** Psychologist, on its behalf and on behalf of its employees, officers, members, managers, and agents, covenants and agrees that such party shall not make any disparaging, impugning, negative or otherwise damaging statements or remarks about School Board or any of its Affiliates, representatives, partners, agents, officers, directors or employees or otherwise take any action or fail to take any action with the primary intent of impugning or damaging the reputation or business of School Board or of any its Affiliates, representatives, agents, officers, directors or employees. The provisions of this section shall survive the termination of this Agreement

**SOVEREIGN IMMUNITY:** Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party for allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Third Judicial Circuit, Gilchrist County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

**TERMINATION CLAUSE:** This Agreement may be terminated by (i) either party without cause upon delivery of written notice of such intent to terminate this Agreement not less than 30 days' prior to the effective date of such termination;



(ii) written agreement executed by both the Psychologist and School Board; or (iii) School Board, at any time, if Psychologist fails to perform Psychologist's duties hereunder or breaches any of Psychologist's covenants contained herein.

**DISPUTE RESOLUTION PROCEDURE:** Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure. The parties agree that upon any party entering this Dispute Resolution Procedure, any applicable statute of limitations shall be tolled until resolution of said dispute or controversy.

**Level 1:** Before entering Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), Psychologist and BOARD shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The series of meetings shall consist of not less than two face-to-face meetings, the first of which shall be between the Psychologist and BOARD Designees. If no resolution is accomplished, the second meeting shall be between the Psychologist and the Superintendent of Schools. Both parties agree to put forth their best efforts in these meetings. All meetings shall be held at the School Board's Administrative Complex, located at 310 NW 11th Avenue, Trenton, Florida unless otherwise mutually agreed upon by the parties. The Level 1 period shall begin when one party gives notice in accordance with Section [on Notices] that it is entering this Level 1 procedure to resolve the dispute.

**Level 2:** Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering Level 3 of the DRP, Psychologist and BOARD shall enter a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the parties. The mediation process is defined as follows:

The parties shall select a mutually agreeable mediator to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either party. The mediation shall be held School Board's Administrative offices located at 310 NW 11th Avenue, Trenton Florida unless mutually agreed upon by the parties. The parties stipulate and



agree that the mediation shall be subject to the confidentiality requirements of Mediation Proceedings in Chapter 44.401-44.406, Florida Statutes.

**Level 3:** Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may sue in the Third Judicial Circuit Court located in Gilchrist County, Florida. If a party initiates a Level 3 action, the parties hereby unconditionally waive their respective rights to a jury trial.

### **STUDENT RECORDS**

Psychologist is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a) Keep and maintain public records required by the School Board to perform the service.
- b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Psychologist does not transfer the records to the School Board.
- d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Psychologist or keep and maintain public records required by the School Board to perform the service. If Psychologist transfers all public records to the School Board upon completion of the contract, Psychologist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Psychologist keeps and maintains public records upon completion of the contract, Psychologist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board,

upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

- e) The failure of the Psychologist to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

**THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THIS AGREEMENT WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.**

**ENTIRE AGREEMENT:** This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, to be binding, must be written and signed by the Parties hereto.

**OPPORTUNITY TO CONSULT WITH COUNSEL:** The Parties acknowledge that they have had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and of its legal effect and fully understand and agree to each and every provision hereof without reservation, and that they have executed this Agreement in reliance on their own judgment and free from any coercion, duress or undue influence.

**NOTICES:** All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

**THE GILCHRIST COUNTY SCHOOL DISTRICT**

BY:

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D. Deen Lancaster, Chairman

ATTEST:

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Robert Rankin, Superintendent of Schools

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Karen Arnold, School Psychologist

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Witness

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Date

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Witness

## **PSYCHOLOGICAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of July, 2019 between the **School Board of Gilchrist County**, hereinafter referred to as "**DISTRICT**"; whose address is 310 NW 11th Avenue, and **Carmen Tozzo-Julian**, whose address is 5450 NE 160<sup>th</sup> Avenue, Williston, FL 32696, hereinafter referred to as the "**PSYCHOLOGIST**".

### **WITNESSETH:**

**PSYCHOLOGIST** agrees to provide services for and on behalf of the DISTRICT in accordance with the Scope of Services.

### **SCOPE OF SERVICES**

- Review of school records, referral data and reports.
- Appropriate testing and related assessment procedures consistent with Florida State Board of Education Programs.
- Written reports consistent with Florida State Board of Education Rules for Exceptional Student Education Programs.
- Phone conferences for clarification of testing/reports.
- Initial psychological evaluations.
- Re-evaluations.
- Gifted evaluations.
- Screening for gifted children.
- Consultations with parents, teachers and other school officials.
- Attend IEP meetings if necessary.
- Such other related services are necessary.

**TERM:** This Agreement shall be for a period beginning July 1, 2019, terminating on June 30, 2020.

**REPRESENTATIVE:** The DISTRICT'S representative in matters related to this Agreement is Dr. James Surrency, hereinafter referred to as "Director".

**SCHEDULING**: Monday through Friday, school days only.

**PAYMENT**: PSYCHOLOGIST to submit monthly billing, to the "Director" in the following manner:

Monthly invoices must include the following documentation for the hours/time billed, date, time, student name, school and services(s) provided.

Billing will be submitted monthly, no later the 10<sup>th</sup> of each month. Billing shall be at the following rates:

- Initial EBD psychological evaluation at five hundred dollars (\$500.00) each.
- Other initial psychological evaluations at four hundred fifty dollars (\$450.00) each.
- Special re-evaluations at four hundred fifty dollars (\$450.00) each.
- Re-evaluations not including intellectual measure at two hundred fifty dollars (\$250.00) each.
- Gifted evaluations at two hundred dollars (\$200.00) each.
- Other related services not to exceed seventy-five (\$75.00) each.

**INSURANCE**: During the entire term of this Agreement, PSYCHOLOGIST shall procure, maintain in full force and effect a policy or policies of insurance at its own cost and expense as outlined below:

**General liability** coverage of at least one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate.

**Automobile liability** coverage of at least of one million dollars (\$1,000,000) combined single limit (CSL) each accident including hired and non-owned vehicles used in relation to the performance of service(s) by PSYCHOLOGIST, if PSYCHOLOGIST is transporting students.

**Workers' Compensation**, Schedule A - as prescribed by Florida Statute 440. Schedule B - Provider shall provide Employer's Liability coverage in the amount of \$500,000 / \$5000,000 / \$500,000. Exempt employers are required to provide a letter of exempt status from the Division of Workers' Compensation.

**Errors and Omissions** Liability coverage with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate.

Said insurance shall be effective until the last day of the present school year. Not later than the effective date of this Agreement, PSYCHOLOGIST shall provide DISTRICT with satisfactory evidence of insurance, naming DISTRICT as Additional Insured on the General Liability policy and the Automobile Liability policy, including a provision for a thirty (30) calendar day written notice to DISTRICT before cancellation or material change, evidencing the above-specific coverage.

DISTRICT reserves the right to revise the requirements of this provision at any time. If DISTRICT determines that additional insurance coverage is necessary, DISTRICT will reopen negotiations with PSYCHOLOGIST to modify the terms of the Agreement.

**LEVEL II BACKGROUND SCREENING:** Psychologist represents and warrants to the School Board that the Psychologist has read and is familiar with Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 regarding background investigations. Psychologist covenants to comply with all requirements of the above cited statutes and shall provide School Board with proof of compliance upon request. Psychologist agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Psychologist's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467 and 1012.468.



**INDEPENDENT CONTRACTOR.** It is mutually agreed and understood that the services provided by Psychologist to School Board pursuant to this Agreement are rendered by the Psychologist to School Board as an independent contractor, and nothing contained in this Agreement shall be construed as creating an employer/employee, partnership, joint venture, or principal/agent relationship between School Board and Psychologist. In this regard, neither the Psychologist nor any of Psychologist's agents, representatives, employees or independent contractors shall be deemed to be employed by School Board for purposes of any tax or contribution levied by, under or in accordance with any federal, state or local laws with respect to employment or compensation for employment, or for any purpose whatsoever. In addition, neither Psychologist nor any of its employees, agents, representatives, or independent contractors shall be entitled to any fringe benefits, including participation in any health insurance, dental, retirement, or any other defined benefit or deferred compensation plans established or offered by School Board to or for the benefit of any of the School Board's employees. Psychologist shall render services hereunder as an independent contractor on behalf of the School Board, and any duties of Psychologist arising out of this Agreement shall be owed solely to School Board (or its Affiliates) and not for the benefit of any third parties. Psychologist shall not have any right or authority during the Term to assume or create any obligations or responsibility, expressed or implied, on behalf of or in the name of School Board (or any of its Affiliates) in any way. Psychologist covenants and agrees with School Board that Psychologist shall pay when due all taxes or contributions levied by, or in accordance with, any federal, state or local law due with respect to any of Psychologist's employees, agents or independent contractors for all purposes whatsoever.

**INDEMNIFICATION (BY OTHER PARTY):** Psychologist for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the SCHOOL BOARD and its officers and employees harmless for any from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by the Psychologist, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed upon the Psychologist by this Agreement and any covenant or provision hereof, including but

not limited to defending the SCHOOL BOARD and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SCHOOL BOARD, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the SCHOOL BOARD. The Psychologist shall indemnify and hold the SCHOOL BOARD harmless from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by the Psychologist, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed by this Agreement. The Psychologist shall immediately give the SCHOOL BOARD written notice of all claims asserted against the Psychologist and the SCHOOL BOARD shall have the right but not the obligation to participate in any defense.

**REPORTING:** PSYCHOLOGIST shall submit reports as defined in the Scope of Services and at the direction of the DIRECTOR.

**NON-APPROPRIATION CLAUSE:** The School Board's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the School Board and the availability of funds to pay for the goods and services in this Agreement. The School Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by the School Board. Psychologist will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the School Board shall remain obligated to pay for all purchase orders for products or services fulfilled by Psychologist prior to the termination notice.

**STUDENT RECORDS:** Notwithstanding any provision to the contrary contained in this agreement between Psychologist and The School Board of Gilchrist County, Florida; Psychologist and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stat. or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Psychologist for itself

and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold The School Board of Gilchrist County, Florida and its officers and employees harmless for any violation of this covenant, including but not limited to defending The School Board of Gilchrist County, Florida and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon The School Board of Gilchrist County, Florida, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon The School Board of Gilchrist County, Florida arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant or the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stats.

In the performance of its duties under this contract the Psychologist will:

- a) Keep and maintain Student records required by the School Board to perform the services.
- b) Upon request from the School Board's custodian of Student records, provide the School Board with the originals of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that Student records that are exempt or confidential and exempt from Student records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Psychologist does not transfer the records to the School Board pursuant to this contract.
- d) Upon completion of the contact, Psychologist shall transfer, at no cost, to the School Board all Student records in possession of Psychologist. With the express written consent of the School Board, Psychologist may be authorized to destroy all such duplicate Student records required by the School Board to perform the services and certify in writing the destruction of all such Student

records to the School Board. All Student records stored electronically must be provided to the School Board, upon request of the School Board's custodian of Student records, in a format that is compatible with the information technology systems of the School Board.

- e) The failure of the Psychologist to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.
- f) This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Psychologist until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**CONFIDENTIAL INFORMATION:** Notwithstanding the foregoing, the Parties recognize that the School Board is subject to the provisions of the Florida Public Records Law, as codified in Chapter 119, Florida Statutes. In the event that the School Board is served with a request to disclose any or all of Psychologist Confidential Information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, the School Board will promptly notify Psychologist in order to provide Psychologist sufficient time to object to such request and pursue a court order protecting the disclosure of such information at Psychologist's sole costs and expense. Psychologist shall notify the School Board, in writing, of its intent to seek protection of the Confidential Information within 10 days of receipt of the School Board's notification. Psychologist's failure to notify the School Board of its intent to seek protection shall authorize the disclosure of the requested information and shall authorize the School Board to comply with the disclosure request. If Psychologist notifies the School Board of its intent to seek a court order protecting the disclosure of the information, then the School Board will take reasonable steps to cooperate with Psychologist in contesting such request, requirement or order or in otherwise protecting Psychologist rights prior to disclosure.

**NON-DISPARAGEMENT:** Psychologist, on its behalf and on behalf of its employees, officers, members, managers, and agents, covenants and agrees that such party shall not make any disparaging, impugning, negative or otherwise damaging statements or remarks about School Board or any of its Affiliates, representatives, partners, agents, officers, directors or employees or otherwise take any action or fail to take any action with the primary intent of impugning or damaging the reputation or business of School Board or of any its Affiliates, representatives, agents, officers, directors or employees. The provisions of this section shall survive the termination of this Agreement

**SOVEREIGN IMMUNITY:** Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party for allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Third Judicial Circuit, Gilchrist County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

**TERMINATION CLAUSE:** This Agreement may be terminated by (i) either party without cause upon delivery of written notice of such intent to terminate this Agreement not less than 30 days' prior to the effective date of such termination;

(ii) written agreement executed by both the Psychologist and School Board; or (iii) School Board, at any time, if Psychologist fails to perform Psychologist's duties hereunder or breaches any of Psychologist's covenants contained herein.

**DISPUTE RESOLUTION PROCEDURE:** Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure. The parties agree that upon any party entering this Dispute Resolution Procedure, any applicable statute of limitations shall be tolled until resolution of said dispute or controversy.

**Level 1:** Before entering Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), Psychologist and BOARD shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The series of meetings shall consist of not less than two face-to-face meetings, the first of which shall be between the Psychologist and BOARD Designees. If no resolution is accomplished, the second meeting shall be between the Psychologist and the Superintendent of Schools. Both parties agree to put forth their best efforts in these meetings. All meetings shall be held at the School Board's Administrative Complex, located at 310 NW 11th Avenue, Trenton, Florida unless otherwise mutually agreed upon by the parties. The Level 1 period shall begin when one party gives notice in accordance with Section [on Notices] that it is entering this Level 1 procedure to resolve the dispute.

**Level 2:** Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering Level 3 of the DRP, Psychologist and BOARD shall enter a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the parties. The mediation process is defined as follows:

The parties shall select a mutually agreeable mediator to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either party. The mediation shall be held School Board's Administrative offices located at 310 NW 11th Avenue, Trenton Florida unless mutually agreed upon by the parties. The parties stipulate and



agree that the mediation shall be subject to the confidentiality requirements of Mediation Proceedings in Chapter 44.401-44.406, Florida Statutes.

**Level 3:** Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may sue in the Third Judicial Circuit Court located in Gilchrist County, Florida. If a party initiates a Level 3 action, the parties hereby unconditionally waive their respective rights to a jury trial.

### **STUDENT RECORDS**

Psychologist is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a) Keep and maintain public records required by the School Board to perform the service.
- b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Psychologist does not transfer the records to the School Board.
- d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Psychologist or keep and maintain public records required by the School Board to perform the service. If Psychologist transfers all public records to the School Board upon completion of the contract, Psychologist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Psychologist keeps and maintains public records upon completion of the contract, Psychologist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board,



upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

- e) The failure of the Psychologist to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

**THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THIS AGREEMENT WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.**

**ENTIRE AGREEMENT:** This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, to be binding, must be written and signed by the Parties hereto.

**OPPORTUNITY TO CONSULT WITH COUNSEL:** The Parties acknowledge that they have had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and of its legal effect and fully understand and agree to each and every provision hereof without reservation, and that they have executed this Agreement in reliance on their own judgment and free from any coercion, duress or undue influence.

**NOTICES:** All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

**THE GILCHRIST COUNTY SCHOOL DISTRICT**

BY:

\_\_\_\_\_  
D. Deen Lancaster, Chairman

ATTEST:

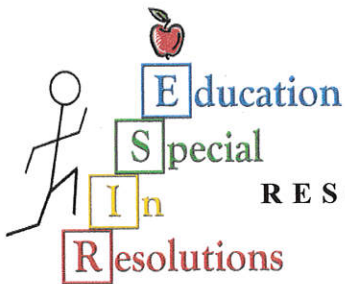
\_\_\_\_\_  
Robert Rankin, Superintendent of Schools

\_\_\_\_\_  
Dr. Carmen Tozzo-Julian, School Psychologist

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness



## RESOLUTIONS IN SPECIAL EDUCATION, INC.

### AGREEMENT FOR SERVICES

This Agreement confirms the terms, conditions and mutual understanding under which the Gilchrist County School District (hereinafter "the School District") will engage Julie J. Weatherly and Resolutions in Special Education, Inc. ("RISE") to provide consultative services in connection with special education matters. These services will be provided in conjunction with and cooperation with the School System's local Board attorney, as required and/or necessary. It is also the understanding of the School District that Julie Weatherly is not a member of the Florida Bar but that all applicable administrative or court requirements for appropriate admission to practice will be followed by RISE if or when required or when legal services are required.

RISE's consultative services, which are billed on an hourly basis, may include telephonic or email consultation, on-site visits, file preparation and organization, telephone conferences or other meetings, research, drafting of correspondence or pleadings, agreements or other documents, administrative hearing preparation and appearances, settlement negotiations, etc. RISE's hourly rates, which are reviewed and may be adjusted annually, are as follows:

Julie J. Weatherly, attorney	\$200.00/hour
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All fees will be billed on a line-item basis with a description of the specific services rendered and in increments of 1/10<sup>th</sup> of an hour.

In addition to the hourly rate set forth above and although unlikely, contract attorneys or paralegals may need to be used at reasonable hourly rates, depending upon their experience. The School District will also be responsible for the cost of any various out-of-pocket disbursements, including travel expenses, scanning of documents, photocopying, actual long distance telephone charges charged by the telephone company to RISE, facsimile charges, delivery/courier services, etc. Travel expenses may, depending upon amount, be billed as they are incurred. Statements for legal services, out-of-pocket disbursements and other expenses will be billed monthly.

While RISE is reasonably confident that it can achieve favorable results for the School District, RISE cannot, of course, guarantee the results of its efforts. RISE, therefore, makes no representations or warranties, either express or implied, concerning the successful determination or outcome of this relationship. Any such statements made during the course of the relationship are based on professional judgment and approximately 25 years of experience in this area of education law.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
For the Gilchrist County School District  
Date: \_\_\_\_\_

\_\_\_\_\_  
RISE, Inc.  
Date: \_\_\_\_\_



310 NW 11th Avenue, Trenton, FL 32693

Phone: 352-463-3200

Fax: 352-463-3276

Superintendent Rob Rankin

**GILCHRIST COUNTY SCHOOL DISTRICT**

*Fulfilling Every Student's Potential*

<http://gilchristschools.org>

## MEMORANDUM

To: Superintendent and Board Members

From: David Dose, Director of Finance 

Date: July 9, 2019

Re: Use of 2018-19 Salary Schedules

This is a request for the District to continue using the 2018-19 Salary Schedules until negotiations with GE/United are complete. At that point, the 2019-20 Salary Schedules will be brought to the Board for approval.

Thank you for your consideration in this matter.



# Gilchrist County Pre-Kindergarten Programs

Bell Elementary School  
2771 East Bell Florida  
Bell, Florida 32619

Trenton Elementary School  
1350 S. W. State Road 26  
Trenton, Florida 32693

**2019-2020**

## Fee Assessment and Collection Schedule

- Fees are based on the number of school days (excluding holidays) **even if your child is not in attendance.**
- Fees are due at the beginning of each ten day period. The first payment is due **by** the first day of school.
- Please pay fees on the date and time indicated below at your child's classroom. **If fees are not paid, participants will not be allowed to attend the program.**
- All delinquent fees must be paid or the slot will be given to the next child on the waiting list.
- **Fees may be paid in advance.**
- When checks are returned for non-sufficient funds, the parent will be responsible for correcting this delinquent fee with cash and the parent will be responsible for any bank charges. After receiving a returned check, schools will not accept checks from participant.

Due Date	Number of Days in Period
August 12 <sup>th</sup>	10
August 26 <sup>th</sup>	10
September 10 <sup>th</sup>	10
September 24 <sup>th</sup>	10
October 8 <sup>th</sup>	10
October 23 <sup>rd</sup>	10
November 6 <sup>th</sup>	10
November 20 <sup>th</sup>	10
December 11 <sup>th</sup>	10
January 13 <sup>th</sup>	10
January 28 <sup>th</sup>	10
February 11 <sup>th</sup>	10
February 26 <sup>th</sup>	10
March 11 <sup>th</sup>	10
April 1 <sup>st</sup>	10
April 17 <sup>th</sup>	10
May 1 <sup>st</sup>	10
May 15 <sup>th</sup>	<b>This payment only</b> -(3 year olds owe \$96.00 and 4 year old all day students owe \$48 for the final payment
<b>Total for Year</b>	<b>176</b>

3 year olds pay \$160  
every 10 days-except last  
payment  
4 year olds pay \$80 every  
10 days – except last  
payment

In order to keep each payment the same amount, installments will be for 10 days. You will pay 9 installments for 10 days each the first semester, and 8 installments of 10 days each and 1 payment for 6 days for the second semester totaling 176 days. Parents will pay for all enrolled days. No Holidays will be charged for.