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| **lcs** | *SCHOOL BOARD OF LEON COUNTY, FL PROFESSIONAL/TECHNICAL SERVICES AGREEMENT* | LCS-9830-1009  Revised 2/2018omwjlk  ***PLEASE SPECIFY*** **REQ# or INTERNAL** **enter req# or internal** | |
| ***SP✔\_\_\_\_\_\_\_\_\_\_\_\_ L-II✔\_\_\_\_\_\_\_\_\_\_\_\_\_ LCSB Purchasing Director Approval:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** | | |
|  | | |

This AGREEMENT is made as of **enter date** by and between the School Board of Leon County, Florida ("LCSB"), and **enter company name**, Inc. or **enter individual’s name.** (“Individual”), (hereinafter “Contractor.”).

**W I T N E S S E D**:

WHEREAS, LCSB operates schools and educational institutions and is in need of qualified, experienced

**enter title** to provide **enter services to be provided** services for LCSB; and

WHEREAS, Contractor employs qualified and/or duly licensed **enter title** with experience in providing

**enter services to be provided** services; and

WHEREAS, LCSB desires to engage Contractor to provide such services for LCSB and Contractor is willing to provide such services for LCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. **ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR**
2. SERVICES: LCSB hereby engages Contractor to provide **enter services to be provided** services for LCSB as requested by LCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement and Exhibits A and B, which exhibits are hereby incorporated in and made a part of this Agreement. Contractor shall provide said services individually or through employees and/or independent contractors of Contractor ("Contractor Staff") who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.
3. Contractor Staff: Contractor Staff shall consist of the following individuals (**full name only, no nicknames or abbreviations as LCSB Contract Administrator may need to verify Level II Clearance in accordance with Board Policy 8475**) that will be performing services on this PTSA (if more than four individuals, add attachment):

**Enter individual name and telephone #**

**Enter individual name and telephone #**

**Enter individual name and telephone #**

**Enter individual name and telephone #**

***Only those individuals listed here shall be permitted to perform services under this Agreement.***

1. DOCUMENTATION: Contractor shall submit to LCSB, appropriate documentation of services provided hereunder. ***If services are being billed by the hour, all invoices must include supporting documentation of verification of hours billed. The documentation may be in the form of sign-in/sign-out sheets or time sheets. The documentation must be signed by site personnel (Administrator, Principal, Assistant Principal, office staff, teacher) based either on direct knowledge that services were provided on the dates billed or an acknowledgment that the hours billed falls within the Not To Exceed figure set forth in this Agreement. Exhibit C provides a suggested format for this required documentation.***
2. **REPRESENTATIONS AND WARRANTIES.**

Contractor represents and warrants to LCSB, upon execution and throughout the term of this Agreement, as follows:

1. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
2. To the best of Contractor’s knowledge, no member the Contractor Staff has ever had his or her professional license or certification denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way, either in the State of Florida or in any other jurisdiction.
3. Contractor and Contractor Staff shall perform the services required hereunder in accordance with:
4. all applicable federal, state, and local laws, rules, and regulations;
5. all applicable policies of: LCSB;
6. all applicable Bylaws, Rules, and Regulations of LCSB;
7. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
8. Each member of the Contractor Staff working under this Agreement has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with Contractor Staff’s provision of services under this Agreement; and
9. All Contractor Staff working under this Agreement shall comply with all applicable terms of this Agreement.
10. **INDEPENDENT CONTRACTOR**
11. In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any member of the Contractor Staff shall be or be considered employees of LCSB. Neither Contractor nor any member of the Contractor Staff shall be under the control of LCSB as to the manner by which results are accomplished, but only as to the results of Contractor’s work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor retains the right to contract with and provide **enter services to be provided** services to entities and individuals other than LCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor’s right to do so.
12. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other.
13. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor Staff. Contractor hereby expressly agrees to provide LCSB with proof of payment of such taxes in the event such is requested by LCSB by federal or State tax authorities. Any such proof will be provided directly to LCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records.
14. Neither Contractor nor any Contractor Staff shall be subject to any LCSB policies solely applicable to LCSB's employees, except policy directly related to vendors and contractors.
15. **TERM**

The Initial Term of this Agreement shall be for a period of **enter # spelled out** (**enter #**) **enter the word months, weeks or days**, commencing **enter start date** and ending **enter end date** unless sooner terminated as provided herein. The term of the Agreement may be extended with the prior approval of the Director of Purchasing. The Agreement cannot extend for a period beyond the LCSB fiscal year end with the exception of summer program services.

1. **COMPENSATION**

For the services rendered pursuant to this Agreement, Contractor shall be paid by LCSB, as and for its sole compensation hereunder, in accordance with the fee schedule set forth in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. The Contractor shall be responsible for payment of Contractor and Contractor staff expenses relating to the performance of duties hereunder, including expenses for travel and similar items. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph l(B) of this Agreement.

1. **BILLING/INVOICES**

Contractor shall bill LCSB for services provided hereunder after services are rendered. **Invoices for contracted services must be descriptive to (1) provide hourly detail of services provided where the services are based on hourly rates or (2) provide detail of services performed for the period of billing where the services are based on a flat fee amount and, if appropriate, contain the information as outlined in section 1 B.** LCSB shall pay each invoice within **thirty (30) days** after receipt thereof by LCSB. LCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

1. **CONFIDENTIALITY**

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and Contractor Staff may have access to certain confidential student information, personal health information (“PHI”), or information that is otherwise confidential and exempt from disclosure under state or federal law (collectively referred to as “Confidential Information”). Contractor agrees that neither it nor any Contractor Staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by LCSB in writing, any Confidential Information, and Contractor and all Contractor Staff shall comply with all Federal and State laws and regulations, and all LCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act and the Family Educational Rights and Privacy Act. Contractor may not use or further disclose Confidential Information other than as permitted or required by law or this Agreement. In addition, Contractor shall:

1. Report to LCSB any impermissible use or disclosure of Confidential Information.
2. Ensure that any agents, including subcontractors to whom it provides Confidential Information created or received from LCSB agrees to the same restrictions or conditions that apply to Contractor.
3. Make PHI available in accordance with HIPAA Privacy Rules.
4. Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
5. Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
6. Make its internal practices, and any information related to the use and disclosure of Confidential Information received from, or created or received by Contractor, available to applicable governmental entities.
7. Upon termination of the contract, return or destroy any and all Confidential Information received from or created or received by the Contractor in performance of this Agreement.
8. **CRIMINAL BACKGROUND CHECKS**

###### LEVEL II SCREENING REQUIREMENTS: The following provisions which implement the requirements of Board Policies 6540, 6320.01, and 8475, as applicable, and Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468, Florida Statutes, are included as terms and conditions of this Agreement:

**Finger Printing and Background Check:**

The Contractor agrees to comply with all requirements of Board Policies 6540, 6320.01 and 8475, as applicable, and Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468, Florida Statutes, by certifying that Contractor and Contractor Staff have completed the mandatory background screeningsas required by the referenced policy and statutes and shall provide the School Board with proof of compliance. These certifications will be provided to the Leon County School Board, Safety & Security Department in advance of the Contractor providing any/all services as required herein. The Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to Contractor and Contractor Staff. Contractor 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 Contractor’s failure to comply with the requirements of these cited policies and statutes. The Contractor will follow procedures for obtaining background screening for Contractor Staff as established by the Leon County School Board, Safety & Security Department.

**Where:** Leon County School Board –Safety & Security Department

2757 W. Pensacola St.

Tallahassee, Florida 32304

**When:** Monday‐Friday

8:00 a.m. – 5:00 p.m.

**Point of Contact:** Donald Kimbler @ 850‐487-7293

1. **RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES**: If Contractor or any member of Contractor Staff has a valid, current Level II clearance registered with another Florida school district, they may be able to obtain a Leon County School Board vendor i.d. badge. Contractor should check with the Safety & Security Department Fingerprint Services office to verify clearance and obtain a vendor i.d. badge.

**LCSB Policies 6540, 6320.01, and 8475 are subject to review and change. As a provision of this Agreement any changes made to this policy or changes to relevant Florida Statute will automatically become a part of and be incorporated in this contract. It is the responsibility of the Contractor to be aware of any changes that may occur.**

1. **AUDITS, RECORDS, AND RECORDS RETENTION: REQUIRED PUBLIC RECORDS ACKNOWLEDGEMENT**

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

1. Keep and maintain public records required by LCSB to perform the service.
2. Upon request from LCSB’s custodian of public records, provide LCSB 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.
3. 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 Contractor does not transfer the records to LCSB.
4. Upon completion of the Agreement, transfer, at no cost to LCSB, all public records in possession of the Contractor or keep and maintain public records required by LCSB to perform the service. If Contractor transfers all public records to LCSB upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LCSB, upon request of LCSB’s custodian of public records, in a format that is compatible with the information technology systems of LCSB.
5. The failure of the Contractor 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 LCSB.

**PUBLIC RECORDS NOTICE**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT** [**JERNIGANJ@LEONSCHOOLS.NET**](mailto:JERNIGANJ@LEONSCHOOLS.NET)**, (850)487-7177, 520 SOUTH APPLEYARD DRIVE, TALLAHASSEE, FLORIDA 32304**

1. **INDEMNIFICATION**

A. LCSB agrees to be fully responsible for its acts of negligence, or its agents’ acts of negligence when acting within the scope of this contract and agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to Section 768.28, Florida Statutes.

B. Contractor agrees to be fully responsible for its acts of negligence, or its agents’ acts of negligence when acting within the scope of this contract and agrees to be liable for any damages resulting from said negligence.

1. **INSURANCE**

If required, Contractor shall secure and maintain at all times during the term of this Agreement, at Contractor’s sole expense, comprehensive general liability insurance in an amount not less than $1,000,000 with limits for bodily injury and property damage combined in the amount of $100,000 per person, $200,000 per occurrence, with a reputable and financially viable insurance carrier. **LCSB shall be named as an additional insured on Contractor’s general liability policy**. Such insurance shall not be cancelable except upon thirty (30) days written notice to LCSB. Contractor shall provide LCSB with a certificate evidencing such insurance coverage and agrees to notify LCSB immediately of any material change in any insurance policy required to be maintained by Contractor hereunder.

1. **TERMINATION**

Contractor shall have the right to terminate this agreement upon thirty (30) days written notice to LCSB prior to the date that such termination is to be effective.

LCSB shall have the right at any and all times to terminate this agreement, with or without cause, upon written notice of such termination provided not less than thirty (30) days prior to the date that such termination is to be effective, or with such lesser notice as LCSB may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to LCSB. In the event LCSB shall elect to terminate this contract without cause, LCSB shall compensate the Contractor for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given, the Contractor agrees to abide and perform all provisions of this contract until the date of the termination specified in the written notice of termination. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs l(B), 2, 5, 13, and 15.

1. **ARBITRATION**

The parties may mutually agree to resolve any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, of the breach hereof, through arbitration in Leon County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The arbitration costs shall be borne equally by both parties, however, each party shall bear its own expenses. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder.

1. **ENTIRE AGREEMENT; MODIFICATION**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except bymutual written agreement.

1. **GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Florida and venue shall be in Leon County, Florida.

1. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

1. **NOTICES**

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

**If to LCSB**: The School Board of Leon County, Florida

2757 West Pensacola Street

Tallahassee, Florida 32304

**Copy to**: Opal McKinney-Williams

Ausley & McMullen

123 South Calhoun Street

Tallahassee, FL 32301

**If to Contractor**: **Enter individual name**

Address **enter address**

City/State/Zip: **enter city, state & zip**

or to such other persons or places as either party may from time to time designate by written notice to the other.

1. **WAIVER**

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. A waiver of the insurance requirements listed in Section 11 (Insurance) does not relieve the Contractor of the provisions listed in Section 10 (Indemnification).

1. **CAPTIONS**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

1. **ASSIGNMENT; BINDING EFFECT**

Contractor shall not assign or transfer, in whole or in part, this Agreement without the prior written consent of LCSB, which consent shall not be unreasonably withheld. Any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

1. **FORCE MAJEURE**

Neither party shall be in default by reason of failure in performance, if such failures arise out of causes reasonably beyond its control, including but not limited to strikes, lockouts, war, epidemics, fire, embargoes, acts of God, default of common carriers, or inaction of governmental authorities.

1. **SEVERABILITY**

In the event any part of this Agreement is held to be unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof or the Agreement as a whole.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**ATTEST: The School Board of Leon County, Florida**

**PRINCIPAL/DEPARTMENT HEAD**:

**Enter name written above**

**SUPERINTENDENT/ ASST. SUPERINTENDENT/DIRECTOR:**

**Enter name written above**

**If Contract is > $50,000**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Enter name of LCSB Board Chair**

**BY CONTRACTOR**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Enter name written above**

**EXHIBIT A**

CONTRACTOR FEID NUMBER: **enter FEID # if applicable**

INDIVIDUAL CONTRACTORS WHO PROVIDE SERVICES REQUIRING A LEVEL II BACKGROUND CLEARANCE MAY BE CONTACTED BY PHONE TO PROVIDE THEIR SOCIAL SECURITY NUMBER FOR VERIFICATION OF LEVEL II CLEARANCE : **enter phone #**

**EXHIBIT B**

**Scope of Services to be Provided**

**Enter description of services**

**Fee Schedule**

***Provide Rate of Pay and Not to Exceed (NTE) figure. Invoices for contracted services must be descriptive to (1) provide hourly detail of services provided where the services are based on hourly rates or (2) provide detail of services performed for the period of billing where the services are based on a flat fee amount.***

**Enter hourly pay rate and NTE amount or flat fee amount**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **EXHIBIT C** | | | | | | | | | | | | | | | | | | | | | | | |
|  | | |  | | | | | | | | | | | | | | | | | | | | |
| *For services that are being billed by the hour, this form must be included in the supporting documentation of verification of hours. The documentation must be signed by site personnel (Administrator, Principal, Assistant Principal, office staff, teacher) based either on direct knowledge that services were provided on the dates billed or an acknowledgment that the hours billed falls within the Not To Exceed figure set forth in this Agreement.* | | | | | | | | | | | | | | | | | | | | | | | |
| **VENDOR/INDIVIDUAL NAME** | | | |  | | | | | | | | | | | |  | | | | **PO#** |  | | |
|  | | |  | | | | | | | | | | | | | | | | | | | | |
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| **MONTH and YEAR** | | | | | | | **WEEK BEGINNING DATE** | | | | | | | |  | | | | **WEEK ENDING DATE** | | | | |
|  | | |  | | | | | | | | | | | | | | | | | | | | |
| **Day of Week** | **Description of Work Performed** | | | | **Daily Total Hours** | | | **Hourly Rate** | | | | | | **Daily Total Amount** | | | | | | | | **Individual Name** | |
| **Monday** |  | | | |  | | |  | | | | | |  | | | | | | | |  | |
| **Tuesday** |  | | | |  | | |  | | | | | |  | | | | | | | |  | |
| **Wednesday** |  | | | |  | | |  | | | | | |  | | | | | | | |  | |
| **Thursday** |  | | | |  | | |  | | | | | |  | | | | | | | |  | |
| **Friday** |  | | | |  | | |  | | | | | |  | | | | | | | |  | |
|  | | |  | | | | | | | | | | | | | | | | | | | | |
| Prior Balance (Hours) | |  | | | | | | | | Prior Balance (Amount) | | | | | | | |  | | | | |  |
| Weekly Total (Hours) | |  | | | | | | | | Weekly Total (Amount) | | | | | | | |  | | | | |  |
| Remaining Balance (Hours) | | |  | | | | | | | | Remaining Balance (Amount) | | | | | | |  | | | | |  |
|  | | |  | | | | | | | | | | | | | | | | | | | | |
|  | | | | | |  | | |  | | |  |  | | | | | | | | |  | |
| **Vendor Signature** | | | | | | **Date** | | |  | **Authorized LCS Approval** | | | | | | | | | **Date** | |
|  | | | | | |  | | | | | | | | | | |  | | | | | | |
|  | | | | | | **Reviewed and Approved** | | | | | | | | | | | **Date** | | | | | | |

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| **EXHIBIT D** |
| **PROFESSIONAL/TECHNICAL SERVICES AGREEMENT CHECKLIST** |

|  |  |  |  |
| --- | --- | --- | --- |
| **QUESTIONS** | | **YES** | **NO** |
| 1. | Will the Contractor be working with minor children? |  |  |
| 2. | Is the Contractor a district employee? (***Board Policy 1129 Conflict of Interest prohibits employees from doing business and/or contracting with the Board***). |  |  |
| 3. | Is the Contractor aware that LCSB is protected under Art. 768.28(Sovereign Immunity)? |  |  |
| 4. | Does the Contractor have Errors and Omissions Coverage?  If yes, what limit? enter $ |  |  |
| 5. | Does the Contractor have Worker’s Compensation Insurance? |  |  |
| 6. | Will the Contractor services be rendered personally? |  |  |
| 7. | Does the Contractor hire, supervise and pay his/her assistants? |  |  |
| 8. | Has there been a continuing relationship between the Contractor and the LCSB? |  |  |
| 9. | Does the Contractor set his own hours? |  |  |
| 10. | Will the Contractor be working full-time on the project? |  |  |
| 11. | Will the Contractor work on school premises? |  |  |
| 12. | Will the services provided be performed in a set order or sequence? |  |  |
| 13. | Will the Contractor submit regular or written reports? |  |  |
| 14. | Will LCSB pay by the hour, week or month as compared to a lump sum? |  |  |
| 15. | Is it possible for the Contractor to realize a profit or suffer a loss? |  |  |
| 16. | Does the Contractor have an owning interest in facilities used to provide services? |  |  |
| 17. | Does the Contractor make his services available to the general public? |  |  |
| 18. | Can the LCSB discharge the Contractor? |  |  |
| 19. | Can the Contractor terminate his services to LCSB without liability? |  |  |
| 20. | What are the date(s) or term of consulting engagement? **enter term** |  |  |
| 21. | Will the services provided under this agreement exceed $50,000 in a fiscal year? |  |  |
| 22. | If yes to 21 above, what is the date of school board approval? enter Bd. Approval date and item no. |  |  |

When looking at the answers provided on this Professional/Technical Services Agreement, Administrators will review all options. The more control that the LCSB exercises over the vendor, the more likely the vendor can be considered as an employee. The Internal Revenue Service (IRS) and the Florida Retirement System (FRS) look at each case separately; therefore, there are no exact number answers for them to rule either way. The more control LCSB exercises over the vendor, the less likely that vendor will be considered as an Independent Contractor.

Note: Administrators may not have vendors render services until the PTSA is approved by the Purchasing Department. Although there is no right or wrong answer, Administrators are reminded that the welfare of the LCSB is paramount.

**WAIVER OF INSURANCE REQUIREMENTS**

The purpose of this waiver form is to provide a medium by which administrators can explain the reasons for a particular Contractor not being required to provide insurance according to the insurance provisions in Section 11 of this Agreement. This waiver form is to be used only in conjunction with the PTSA.

1. Date: **enter date**
2. Site: **enter cost center and site name**
3. Contractor’s Name: **enter contractors name**
4. Reason why administrator feels insurance requirements should be waived:

Contractor will not be working with minor children.

Contractor will be escorted by Leon County School Board employee during **the entire time** he/she is in the presence of minor children.

Services to be provided will not place the School District at risk (please explain).

**enter explanation**

Other (Please explain in detail; attach additional documentation if necessary)

**enter explanation**

\* Be sure to attach PTSA checklist with this form.

Purchasing Director Approval: YES  NO

Purchasing Director:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

jlk

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Guidelines for Level II Clearance

|  |  |  |  |
| --- | --- | --- | --- |
| **QUESTIONS** | | **YES** | **NO** |
| **1.** | Will the Contractor/Contractor Staff have direct contact with students? |  |  |
| **2.** | Will the Contractor/Contractor Staff be unsupervised on a school campus? (All Contractors/Contractor Staff must be supervised by an individual(s) with a Level II Clearance) |  |  |
| **3.** | During the term of this Agreement will the Contractor/Contractor Staff be on a school campus in excess of 8 hours? |  |  |

**“Yes” to any of the above questions requires that the Contractor/Contractor Staff have a Level II Fingerprint Check**. All other circumstances can be handled with Raptor checks and supervision during the school visits.

*John Hunkiar, Chief of Safety & Security has authorized these procedures after full review of Florida Statutes with emphasis on The Jessica Lunsford Act. The Office of Safety & Security can be reached at (850) 487-7117.*