



Standard Services Contract (SSC)

SSC #	Site	Purchasing Approval	Date
<i>For Purchasing Use Only</i>			

This Contract is by and between the School Board of Leon County, Florida ("Board") and _____ ("Contractor"). The Board and the Contractor may be referred to jointly as the "Parties."

Whereas, the Leon County School District is responsible for the operation, management, control, administration, and supervision of public K-12 education in Leon County, Florida, and requires the professional and technical services of qualified and experienced contractors and providers to help accomplish this mission;

Whereas the Board serves as the contracting entity of the Leon County School District;

Whereas, the Contractor employs qualified staff with the necessary experience to provide the contracted services (including those provided at no cost to the Board) and

Whereas, the Board desires to engage the Contractor for such services or allow the Contractor to provide such services to Board students or employees, and the Contractor is willing to offer such services.

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

A. Term

This Contract shall be effective _____ or on the last date signed by both parties, whichever is later, and end _____. The term of this Contract may be extended through the execution of an amendment signed by both parties. The Contract cannot extend beyond the end of the fiscal year, June 30th, except for summer program services.

B. Contractor Responsibilities

1. Laws and Regulations

The Contractor shall comply with all applicable local, state, or federal statutes, rules, and ordinances surrounding the provision of the contracted services, including regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, the Americans with Disabilities Act (ADA), the Health Insurance Portability and Accountability Act (HIPAA), and all related rules and regulations.

Failure to comply with current and future local, state, or federal requirements will result in termination of the Contract. The Contractor shall be responsible for any application fees, penalties, fines, or other costs or monetary payments assessed against or incurred by the Board for violating such requirements.

2. Services

The Contractor shall provide the services detailed in Attachment A, as requested by the Board. The Contractor agrees to provide these services per the terms of this Contract, including all attachments and exhibits.

3. Staff

The Contractor shall provide services using their employees or independent contractors, collectively called Contractor Staff. All Contractor Staff shall be experienced, qualified, and appropriately licensed per Florida laws and rules. The Contractor shall ensure that all Contractor Staff comply with the ethical and professional conduct standards as required by their licensure or prevailing community standards. All Contractor Staff must be listed in Attachment B. No other individuals are authorized to provide services under this Contract. If unauthorized individuals are found to be providing services on-site at a District property, that is grounds for immediate contract termination.

4. E-Verify

Every Contractor must register with and use the US Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the Contract term as required by Section 448.095, Florida Statutes (F.S.). The Contractor shall, upon request, provide the Board evidence of compliance with this provision. Subcontractors shall provide the Contractor with an affidavit stating the Subcontractor does not employ, Contract with, or subcontract with any unauthorized alien. This affidavit shall be made available to the Board upon request.

5. Performance Standards

The Contractor agrees to perform all tasks and provide all deliverables specified in this Contract. The Contractor shall provide routine status updates to the Board's Contract Manager on services provided. If the Board determines that the Contractor's performance is not in compliance with the terms of this Contract, the Board will notify the Contractor of the specific deficiencies that require correction and the timeframe allowed for correction. The Contractor shall respond with a corrective action plan within 10 business days. If the defect is not corrected within the approved timeframe (including any Board-approved changes), the Board may consider the Contractor in default and terminate the Contract per Section H.1.

C. Security

1. Requirements

The Contractor agrees to comply with all requirements of Board Policies 6460, 6540, and 8475, as applicable, and Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468, F.S., including future provisions and changes. It is the Contractor's responsibility to be aware of any changes that may occur.

2. Background Screening

All Contractor Staff providing services on-site at a Board location or with any exposure to LCS students, either in person or virtually, must obtain a Level II background check through the LCS Safety & Security Fingerprint Office at the Contractor's expense. The Contractor shall provide no services under this Contract until the Board obtains and verifies clearance. The Contractor shall immediately report any new arrest, criminal charges, or convictions of a current employee providing services under this Contract to the Board's Contract Manager. Contact the LCS Safety and Security Fingerprint Office for a Level II background check.

LCS Safety & Security Fingerprint Office

Point of Contact: Donald Kimbler

Phone: (850) 487-7293

Email: kimblerd@leonschools.net

Physical Location:

Leon County School Board – Safety & Security Department

2757 W. Pensacola St.

Tallahassee, Florida 32304

Hours of Operation: Monday-Friday, 8:00 a.m. – 5:00 p.m., Eastern Time (excluding District holidays)

3. Reciprocity of Florida School ID Badges

If any member of the 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 ID without another background screening. The Contractor must contact the LCS Safety & Security Department Fingerprint Services office to verify clearance and obtain a Vendor ID.

D. Records

1. Public Records

The Contractor shall comply with the Florida Public Records Law, Chapter 119, F.S., in the performance of its duties under this Contract; specifically, the Contractor shall:

- a) Keep and maintain public records required by the Board to perform the Contract service(s). Provide the Board with a copy of all records requested by the Board's Records Custodian within a reasonable time.
- b) Keep all records exempt from disclosure confidential for the duration of the Contract term and following completion of the Contract unless the records are transferred to the Board.
- c) Upon completion of the Contract, transfer, at no cost to the Board, all records in possession of the Contractor or keep and maintain public records required by the Board to perform the service(s) for five (5) years for non-healthcare related services and seven (7) years for healthcare services. If the Contractor transfers all relevant records to the Board upon completion of the Contract, the Contractor shall destroy any duplicate records. If the Contractor keeps and maintains the records upon completion of the Contract, the Contractor shall meet all the applicable requirements for records retention. All records stored electronically must be provided to the Board, upon request, in a format compatible with its information technology systems.
- d) Under Section 287.058(1)(c), F.S., the Board is allowed to unilaterally cancel this Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution, and either Section 119.07(1), F.S. or Section 119.071, F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Board's custodian of public records at:

Leon County Schools Public Records Custodian: Julie Jernigan

Telephone: (850) 487-7177 **Email:** jerniganj@leonschools.net

Physical/Mailing Address: 520 South Appleyard Drive, Tallahassee, FL 32304

2. Confidentiality of Student Records

The Contractor understands and agrees that it is subject to all federal and state laws, rules, and regulations, and all Board policies and procedures related to the confidentiality of student information. Specifically, the Contractor shall comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. 99, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. ss. 6501-6506, Section 1002.22, F.S., and Rule 6A- 1.0955, Florida Administrative Code (F.A.C.). The Contractor shall regard all student information as confidential and ensure it is appropriately secured and accessed only by authorized Contractor Staff. The Contractor shall not disclose or sell student information to any third party.

E. Compensation

1. Fee Schedule

The Board shall pay the Contractor for services rendered under this Contract per the fee schedule in Attachment C. The rates listed in Attachment C shall include all compensation paid by the Board. The Contractor is responsible for additional expenses, such as travel, supplies, and insurance. The Board is not responsible for payment of services rendered before the complete execution of the SSC and issuance of a purchase order.

If services are provided at no cost to the Board, that shall be clearly indicated in Attachment C.

2. Billing

The Contractor agrees to request compensation for services rendered either monthly or as designated in Attachment C by submitting proper and accurate invoices, with detail sufficient for audit, to the Board's Contract Manager within 15 days following the end of the billing period for which payment is being requested. All invoices shall include the SSC number, the Contractor's name and FEIN, and the service location. Invoices based on hourly rates shall include timesheets containing the dates and hours worked and any other documentation supporting the hours billed (such as sign-in and out sheets). The invoice or supporting documentation (such as timesheets) must be signed by the Board's on-site personnel (Administrator, Principal, Assistant Principal, Teacher, or School Office Staff) with direct knowledge of whether services were delivered. Invoices for fixed fees shall include details of the services performed and any supporting documentation.

3. Payment

Upon receipt of a complete and correct invoice (along with required supporting documentation), the Board has five (5) business days to review, verify, approve, and submit the verified invoice to LCS Accounts Payable for processing, unless from internal funds. The Board shall pay all invoices within 30 days of receiving the proper invoice or the services being completed, verified, and approved, the latter of the two dates. The Board issues approved payments every two (2) weeks.

4. Automated Clearinghouse (ACH) Payments

All Contractors must complete the ACH Direct Payment Form located online at <https://www.leonschools.net/Page/1086> within five (5) business days of Contract execution. The Board does not issue physical checks for vendor payments except for internal funds.

F. Contract Management

1. Board Contract Manager

The Board's Contract Manager is:

_____ (Board employee name)

_____ (Title)

_____ (phone)

_____ (email address)

The Contract Manager will perform the following functions:

- a) Verify receipt of deliverables from the Contractor;
- b) Review, verify, and approve invoices from the Contractor;
- c) Maintain a Contract Management file;
- d) Serve as the liaison between the Board and the Contractor;
- e) Monitor and evaluate the Contractor's performance;
- f) Assist Contract Administration in processing all amendments, renewals, and terminations of this Contract; and
- g) Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and considered if the Contract is subsequently used as a reference in future procurements.

2. Contractor Representative

The Contractor's Representative is:

_____ (Contractor employee name)

_____ (Title)

_____ (Address)

_____ (City, State, Zip)

_____ (phone)

_____ (email address)

3. Contract Management Changes

After execution of this Contract, any changes in the Contract Manager, Contractor Representative, or contact information will be provided to the other party in writing and do not require a formal Contract amendment.

G. Contract Terms

1. Conflict of Interest

The Contractor may not be a District employee. Further, the Contractor shall not employ, subcontract with, or otherwise utilize the services of any officer or employee of the Board in the performance of this Contract. Board Policy 1129 prohibits Board employees from doing business or contracting with the Board. The Contractor certifies that its owner, officers, directors, agents, or immediate family members do not have an employment relationship or other material interest with the Board.

2. Contractor Relationship

This Contract does not create an employee/employer relationship between the parties. The parties intend the Board and the Contractor to be independent business entities. Neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, and State unemployment insurance law.

3. Convicted and Discriminatory Vendor Lists

Per Section 287.133, F.S., and Board Policy PO6320, an entity or affiliate on the Convicted Vendor List or the Discriminatory Vendor List may not work as a contractor, supplier, subcontractor, or consultant with the Board.

4. Scrutinized Companies Certification

By signing this Contract, the Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and are not currently engaged in a boycott of Israel. If this Contract exceeds \$1,000,000 in total, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Contractor agrees the Board may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that accepts a contract or PO with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

5. Contracting with Entities of Foreign Countries

By signing this Contract, the Contractor certifies they are not owned or controlled by, nor do they have their principal place of business in, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern Per Section 287.138, F.S.

6. Coercion for Labor or Services

By signing this Contract, the Contractor certifies that they do not use coercion for labor or services Per Section 787.06 F.S.

7. Assignment

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under this Contract without the prior written approval of the Board. In the event of any assignment, the Contractor remains secondarily liable for the performance of the Contract unless the Board expressly waives such secondary liability. The Board may assign the Contract with prior written notice to the Contractor.

8. Venue and Jurisdiction

The laws of the State of Florida shall govern any dispute arising from the transactions in this Contract, and the venue for any related legal actions shall be Leon County, Florida.

9. Property Rights

All patents, copyrights, and trademarks arising, developed, or created in the course of or as a result of this Contract are Board property. Nothing resulting from the Contractor's services or provided by the Board to the Contractor may be reproduced, distributed, licensed, sold, or otherwise transferred without prior written permission of the Board. This clause does not apply to the Board's purchase of a license for the Contractor's intellectual property.

10. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. Upon receiving written consent from the Board's Contract Manager or designee, the Contractor may enter into a written subcontract(s) to perform certain functions. No subcontract shall relieve the Contractor of their responsibilities under this Contract. The Contractor shall make all payments to the subcontractor(s). It is understood and agreed that the Contractor is solely liable to any subcontractors. The Board shall not be liable to any subcontractor for expenses or liabilities incurred under the subcontract.

11. Non-Discrimination

Each party represents and warrants to the other that they do not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the Provider's performance under this agreement on account of sex, marital status, sexual orientation, race, religion, national origin, age, color, pregnancy, disability, military status, or genetic information. The Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her sex, marital status, sexual orientation, race, religion, national origin, age, color, pregnancy, disability, military status, or genetic information be excluded from participation in, be denied services, or be subject to discrimination under any provision of this contract.

12. Drug-Free Workplace

Per Board Policy 4124, Drug-Free Workplace, Contractor Staff shall not possess or be under the influence of tobacco products, alcohol, drugs, or any illegal substances while on Board property or while performing any services under this Contract. The Contractor shall ensure that assigned personnel work in a drug-free environment and conduct themselves in a manner consistent with the Board's standards.

13. Injuries (Worker's Compensation)

The Contractor acknowledges they will obtain and maintain the appropriate coverage level of worker's compensation insurance coverage as required by Florida Statutes. The Contractor and Contractor Staff waive all rights for recovery from or for any injuries sustained while performing services under this Contract.

14. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay, failure, or interruption in performance under this Contract resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

15. Department of State Licensing Requirements

All entities defined under Chapters 607, 617, or 620, F.S., seeking to do business with the Board, shall be on file and in good standing with the State of Florida Department of State.

16. Board Vendor Registration

The Contractor must be registered with the Board as a vendor to receive payment. To register, the Contractor shall complete and submit the Vendor Status and W-9 forms available online at <https://www.leonschools.net/Page/1086> to the Board within five (5) business days of Contract execution. Contractors who are already registered do not need to re-register.

17. Insurance

Unless stated otherwise in this Contract, the Contractor shall secure and maintain comprehensive general liability insurance of \$1,000,000 with limits for bodily injury and property damage combined in the amount of \$200,000 per person and \$300,000 per occurrence. The comprehensive general liability insurance shall be provided through a reputable and financially viable insurance carrier and maintained throughout the Contract term. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary, beyond those listed here, to provide reasonable financial protection for the Contractor and the Board under this Contract.

The Board shall be named an additional insured on the Contractor's general liability policy. The Contractor shall provide the Board with written evidence of such insurance coverage before execution of this Contract. Further, the Contractor agrees to notify the Board immediately of any material change in any insurance policy required by this Contract.

18. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the Board, its officers, agents, and employees from and against all fines, claims, assessments, suits, judgments, damages, and liabilities (including expenses) to the full extent allowed by the law. This includes court costs and attorney's fees arising out of any acts, actions, breeches, neglect, or omissions of the Contractor, its employees, and its agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

This Contract does not constitute a waiver of sovereign immunity or consent by the Board to suit by third parties in any related matter.

19. Dispute

Any dispute concerning the performance of this Contract shall be resolved informally by the Board's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Director of Purchasing. The District's Director of Purchasing shall decide the dispute, reduce the decision to writing, and provide a copy to the Contractor, the Contract Manager, and the Board's Contract Administrator.

20. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

21. Modification

Unless otherwise stated herein, modifications to this Contract's provisions, except Section E., 2., Billing and Section F., Contract Management, shall be valid only through the execution of a formal Contract amendment.

22. Precedence

The terms of this Contract will supersede the terms of any and all agreements a Contractor has with the Board regarding these services. Accordingly, this Contract will govern in the event of any conflict. Any additional terms and conditions provided by the Contractor are expressly rejected unless otherwise stated in this Contract. Formal amendments to the original Contract shall take precedence over the original Contract based on their date of issuance. This Contract shall precede all attachments and exhibits unless expressly stated otherwise.

H. Termination

1. Termination for Default

The Board may terminate all or any part of this Contract by giving 24 hours' notice of default to the Contractor if the Contractor (a) refuses or fails to render the services within the time specified; (b) fails to comply with any of the provisions of this Contract, or (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy insolvency or the relief of debtors. Notice shall be delivered by certified mail (return receipt requested) or by another delivery method whereby an original signature is obtained. In the event of a termination for default, the Board's liability shall be limited to the payment for only services rendered and accepted by the Board up to the termination date. The provisions herein do not limit the Board's right to remedies at law or to damages.

2. Termination for Convenience

The Contractor may terminate this Contract upon at least 60 calendar days' notice, and the Board may terminate upon at least thirty (30) calendar days' notice, without cause, unless both parties mutually agree upon a lesser time. Notice shall be delivered by certified mail (return receipt requested) or by another delivery method whereby an original signature is obtained.

3. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

Waiver of a breach of any provision of this Contract shall not be deemed a waiver of any other breach and shall not be construed as a modification of this Contract's terms.

This Contract, including all attachments, exhibits, and amendments, contains the entire understanding of the parties concerning the subject matter and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Contract may not be amended or modified except by mutual written agreement unless expressly stated herein.

In **WITNESS THEREOF**, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR

_____ (Company Name)

Authorized Representative

Signature: _____ Printed Name: _____

Date: _____ Title: _____

SCHOOL BOARD OF LEON COUNTY, FLORIDA

Principal/District Administrator

**Divisional Director/Elementary or
Secondary School Management**

Signature: _____ Signature: _____

Date: _____ Date: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

**Superintendent, Deputy Superintendent, or
Asst. Superintendent (up to \$50,000)**

**Board Chair
(over \$50,000)**

Signature: _____ Signature: _____

Date: _____ Date: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

ATTACHMENT A

SCOPE OF WORK

Please provide a description of the services to be provided under this Contract and, if needed, attach a detailed statement of work to be used for payment review and verification purposes. The attached Contract proposal/statement of work will be incorporated into this Contract by reference as Exhibit A. In case of conflict, this Contract and its attachments take precedence over Exhibit A.

Service Location(s):

(you may include "All Elementary Schools," "All School Sites," or "All District Offices, as necessary)

_____ (School/District Site)

Additional sites are listed on a separate sheet

ATTACHMENT B

CONTRACTOR STAFF

Contractor Name: _____ **Contractor FEIN:** _____

All Contractor Staff providing services must be listed below (or on an attached sheet if additional space is needed). The Contractor shall provide only each individual's full name, no nicknames or abbreviations. Individuals requiring a Level II background check may be contacted by phone to provide their social security number for clearance.

Level II clearance verification can be obtained at: <https://fps.leon.k12.fl.us>

Only those individuals listed here shall be authorized to perform services under this Contract.

#	Legal First Name	Legal Last Name	Phone Number	SSN (last 4)	Level II Verified
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Background Screening Guidelines

Level II Questions	Yes	No
Will any Contractor staff have contact with minor children?		
Will any Contractor staff be unsupervised on campus?		
During the term of this Contract, will any Contractor staff be on-site at a school campus longer than eight (8) hours?		

A "yes" answer to any of the above questions requires that all Contractor staff have a Level II background screening. If all the above answers are "no," Raptor checks will be completed, and LCS staff shall supervise during school visits. The LCS Office of Safety & Security can be reached at (850) 487-7117.

ATTACHMENT C

PRICING/FEE SCHEDULE

If checked, the services under this Contract are provided to the Board at no cost:

Pricing Model

Flat Fee Fixed Rate Hourly

Please complete the fee schedule below for the appropriate pricing model. Where rates are dissimilar to the pricing model a separate attachment should be provided with sufficient detail for billing purposes.

Flat Fee

Total Project Cost \$ _____ (to be paid upon completion of all services)

Fixed Rate

\$ _____ per _____ (month, quarter, session, deliverable, class, etc.)
(unit)

Hourly

Rate per hour: \$ _____

Maximum # of hours: _____

Contract Total Maximum Spend (Contract Not to Exceed): \$ _____ *

Funding Source: District Internal

Invoice Cycle: _____ (weekly, monthly, quarterly, per session, upon project completion, etc.)

All invoices must be submitted in arrears with sufficient detail and supporting documentation for a thorough review and audit.

*If the Total Contract Value exceeds \$50,000, Board approval is required.

Date of Board Approval: _____ Agenda Item #: _____

ATTACHMENT D

WAIVER OF INSURANCE REQUIREMENTS

This form shall only be used if a Contractor is seeking an exception to the insurance requirements of this Contract. Based on this information, the District will review the request and the associated risk. This waiver form is only to be used with the SSC.

Date: _____ Site: _____

Contractor Name: _____

Reasons for Insurance Waiver	
The Contractor will not be working with minor children.	<input type="checkbox"/>
The Contractor will be in the physical presence of a Leon County School Board employee the entire time they are in the company of minor children.	<input type="checkbox"/>
The Contractor will not provide services on-site at a District or School location.	<input type="checkbox"/>
Other (please explain below)	<input type="checkbox"/>

To be completed by LCS Purchasing Department

Insurance Waiver Request:

Approved _____ Denied _____

LCS Purchasing Director: _____ Date: _____
(Signature)