

**2023-2024 CONTRACT FOR EDUCATIONAL SERVICES
BETWEEN
THE HAMILTON COUNTY, FLORIDA SCHOOL BOARD
AND
RITE OF PASSAGE**

THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA, hereinafter referred to as the 'BOARD' and RITE OF PASSAGE, hereinafter referred to as the "AGENCY" enter into this contractual agreement.

WHEREAS, the BOARD must fulfill its constitutional obligation to educate children of compulsory school age; and

WHEREAS, the BOARD has determined that some children need alternative settings and/or Instructional strategies to achieve their educational goals; and

WHEREAS, the AGENCY accepts as clients, children who are residents of the STATE OF FLORIDA, and who are now enrolled in education programs under the jurisdiction of the BOARD; and

WHEREAS the AGENCY is designated by the BOARD as an approved provider of educational services to the youth services clients enrolled in or remanded to its program; and

WHEREAS, the AGENCY operates the education program.

NOW, THEREFORE, in consideration of the mutual covenants embodied herein, and other valuable considerations, the parties to this contract mutually agree as follows:

I. TERMS OF THE AGREEMENT

1. TERM- This agreement shall be in effect from July 1, 2023, or the date of board approval, whichever is earlier, and continue through June 30, 2024. The term of this Agreement is based on a 250-day school term as required by State Statute and as approved by the BOARD in accordance with the BOARD approved calendar.
2. DISPUTE RESOLUTION -
 - a. In the event that audit is performed on the AGENCY's educational program and it is determined by the Auditor General and/or Department of Education that the program is not in compliance, the AGENCY agrees that upon the final decision disallowing FTE award, the AGENCY shall be responsible for any amount disallowed. The BOARD shall only be responsible for the portion of the HE allocation permitted by the audit.
 - b. In the event of a dispute as to matters in this contract, both the BOARD and the AGENCY agree such dispute shall be resolved by informal or formal procedures consistent with Section 120.57, Florida Statutes also known as the Florida Administrative Procedures Act. The parties agree that prior to any such action, they will submit the matter for mediation by the Department of Education.

APPROVED BY HAMILTON SCHOOL BOARD

De Wetherington-Hamers
7/18/23
SUPERINTENDENT

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THE UNIVERSITY OF CHICAGO

3. **NOTICE PROVISION-** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provision of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To the School Board:
Lee Wetherington-Zamora,
Superintendent of Schools

Hamilton County School Board
5686 US Highway 129 South, Suite 1
Jasper, FL 32052

With a Copy to:
Douglas & Douglas
177 NW Madison Street
Lake City, Florida 32055
Attorney for the School Board

Agency:
CJ Bower, CFO
2560 Business Parkway, Suite A
Minden, NV 89423

4. **INDEMNIFICATION CLAUSE-** The AGENCY and its officers, employees, agents, representatives, contractors or subcontractors shall fully indemnify and hold the Board and its officers and employees harmless from any claim, loss, damage, or liability caused by the negligence, misfeasance or malfeasance of the AGENCY, and its employees or agents in the performance of or relating to the performance of the duties imposed upon the Agency by this Agreement, including but not limited to defending the BOARD and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the BOARD or payment of any and all cost(s), damage(s), Judgment(s), or lessee(s) incurred or imposed upon the BOARD arising from the AGENCY's performance of its duties under this Agreement.
5. **AUTHORITY-** Each person signing this Agreement on behalf of either party, individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this agreement.
6. **NON-DISCRIMINATION-** The parties shall not discriminate against any employee or participant in this program because of race, age, religion, color, gender, gender identity, national origin, marital status, disability or sexual orientation.

7. AMENDMENT- This Agreement may be modified or amended only by mutual written consent of the parties hereto.
8. TERMINATION- Either party reserves the right to terminate this Agreement, for any reason, upon providing sixty (60) days written notice to the other party by United States Postal Service certified mail, return receipt requested.

II. STUDENT ELIGIBILITY

1. EDUCATIONAL SERVICES- The AGENCY'S curriculum shall be challenging, provoke critical thinking, and incorporate survival skills, goal setting, and the achievement of socially acceptable behavioral patterns. Instruction shall facilitate learning and build self-esteem by incorporation a variety of modalities.
2. ESE SERVICES- The AGENCY agrees to provide students ESE services in accordance with their IEPs (Individual Educational Plans) and provide certified ESE teachers to deliver these services.
3. 504 SERVICES- The AGENCY agrees to comply fully with Section 504 of the Rehabilitation Act of 1973. Students will be provided appropriate accommodations according to their current 504 plan.
4. LEP SERVICES- The AGENCY agrees to provide Limited English Proficient (LEP) students Instruction by ESOL certified teachers in accordance with their current LEP plan.
5. GED ACCESS- The AGENCY agrees to notify students who have filed an Intent to terminate school enrollment of the option of enrolling in a program to attain a GED.
6. EDUCATIONAL PERSONNEL-
 - BOARD- (1.00) Contract Manager
 - (1.00) ESE Staffing Specialist-Assessment/Transition Specialist
 - AGENCY- (1.00) Principal/Director
 - (.05 to 1.00) Registrar/Admin
 - (2.00 to 4.00) Teachers by full enrollment (1 must be ESE certified)
 - (1.00) CTE Instructor (optional)

III. STUDENT RECORDS

1. REQUEST FOR RECORDS- Upon entry of a student, the AGENCY's appointed clerical aid will request the educational records (including ESE Information) from all previous schools of attendance.
2. REQUIRED CONTENT- The educational records shall include, but not be limited to, academic assessments, psychosocial profiles, grade reports, attendance data, current IEP and cumulative records.
3. MIS ENROLLMENT- The AGENCY's clerical aid will enter the appropriate MIS data into SKYWARD. The AGENCY will have full access to SKYWARD.

4. **STORAGE OF RECORDS-** The AGENCY shall maintain individual records in a form proscribed by the BOARD for each student. Records should be stored at the site for a period of three years. At the end of the three-year period, said records shall be transferred to the District.
5. **SHARING OF RECORDS-** The BOARD shall make available, upon request of the AGENCY, records in its possession for AGENCY clients.
6. **CREDITS AND GRADES-** Upon the student's withdrawal from the program the AGENCY will award credits and grades earned and will issue a final cumulative transcript, in accordance with the BOARD's student progression plan.
7. **PRIVACY CLAUSE-** The AGENCY shall comply fully with laws, policies, and rules guaranteeing the confidentiality of student educational records and access thereto.
8. **TRANSFER OF RECORDS-** The AGENCY shall make the student's permanent report card and current transcript part of the exit transition package.

IV. STUDENT ASSESSMENT

1. **ASSESSMENT INSTRUMENTS**
 - a. Academic- FAIR, the DJJ Common Assessment or other academic assessment proposed by the AGENCY and approved by the BOARD.
 - b. Vocational- Xello, Vocational interest Inventory or other vocational assessment proposed by the AGENCY and approved by the BOARD.
2. **ASSESSMENT ADMINISTRATION-** The ESE Staffing Specialist Assessment Curriculum Coordinator shall be in charge of administering assessments during the term of this Agreement.
3. **TIMEFRAMES-** the Agency will administer pre-tests within 10 days of entry into the program and within the 10-day period prior to the student exiting the program.
4. **ACADEMIC PLACEMENT AND PLANNING-** The AGENCY shall conduct an academic assessment of each student upon intake. The results of this assessment combined with the student's previous class schedule and educational goals shall determine the instructional strategies employed while the student is enrolled in the AGENCY's educational program. Grade placement will be consistent with the BOARD's approved student progression plan. Teachers shall be responsible for certifying mastery of student performance standards for middle school promotion or credit toward a high school diploma or GED. All courses offered must lead toward a standard high school diploma, GED or ESE special diploma. For special education students, the ESE teacher, or regular teacher in consultation with the ESE teacher, shall modify the curriculum as stated on the IEP.
5. **STATE ASSESSMENTS-** the AGENCY shall appoint a certified teacher or teachers responsible for administering the FAST, EOC or another alternative assessment approved by the BOARD. The responsible party/s shall attend all BOARD training sessions for administering the tests. The GED test will be administered at the BOARD'S designated center after all prerequisites have been met.

6. INTAKE PROCEDURES- the AGENCY shall provide the BOARD with its written procedures governing intake, evaluation, dismissal and separation of students by September 18 of every year during the term of the Agreement.

V. INDIVIDUAL ACADEMIC PLANS

1. REQUIREMENTS-the AGENCY will prepare a Progress Monitoring Plan (PMP) for all non- ESE students on a BOARD approved IAP form by September 18 of the term of this Agreement.
2. PERSONS RESPONSIBLE- The Education Coordinator, Transition Specialist, and the Instructional Staff.
3. TIMEFRAME- The AGENCY will prepare the entering non-ESE student's PMP within 15 days of student entry, excluding weekends and holidays.
4. PMP DEVELOPMENT-After the student's entry assessment, and a review of the student's school records, the Transition Specialist, with the assistance of the instructional staff, will create the PMP to provide specific instruction meeting the student's individual need.
5. UTILIZATION- The AGENCY will use the PMP for a minimum of the following:
 - a. to plan specific individual long-term goals and short -term instructional vocational/ technical objectives.
 - b. to plan remedial strategies and /or tutorial instruction
 - c. to plan evaluation procedures
 - d. to plan a schedule for determining progress toward meeting the goals and instructional and vocational/technical objectives.
6. PROGRESS MONITORING PLANS - individual Education Plans (IEPs), 504 Plans, and/or individual plans for LEP students may Incorporate the requirements of the Progress Monitoring Plan.

VI. TRANSITION SERVICES

1. TRANSITION PLANNING- The AGENCY will be responsible for the development of the student's Transition Plan, which begins upon entry and is completed prior to the student's exit.
2. TRANSITION PLAN REQUIREMENTS- The Transition Plan must Include a minimum of the following:
 - a. Academic re-entry goals
 - b. Career and employment goals
 - c. the recommended best educational placement

3. **CONTENT OF THE EXIT PORTFOLIO**-The student Exit Portfolio should contain, but not be limited to, the following:
 - a. copy of the student's exit transition plan
 - b. current record card generated for the BOARD's MIS, reflecting the total number of credits student have received toward high school graduation including those credits earned prior to commitment,
 - c. current course schedule and grades when semester has not been completed and half or whole credits have not been awarded.
 - d. current IEP, 504 Plan, or PMP
 - e. pre- and post- assessment information
 - f. State and district wide assessment information
 - g. length of participation in the program
 - h. copies of any diplomas or educational certificates awarded from the district and/or the commitment program.
 - i. examples of student work (e.g. writing samples, photos of completed vocational projects, and artwork)
4. **ACCESS TO DJJ FILES**- The AGENCY and the BOARD shall have access to DJJ commitment files for the purpose of planning the exit/transition plan for the student.

VII. INSTRUCTION PROGRAM AND ACADEMIC EXPECTATIONS

1. **DAYS OF INSTRUCTION**- By no later than July 15, 2023, the AGENCY will provide the BOARD with a 250-day Instructional Calendar, 10 of which may be used for In-service training and planning.
2. **ACADEMIC CURRICULAR OFFERINGS**- By no later July 15, the AGENCY shall provide the BOARD (for BOARD approval) with the list of course codes for the courses they intend to offer.
3. **VOCATIONAL AND CAREER AWARENESS**- By no later than August 1st, the AGENCY shall provide the BOARD (for the BOARD approval) with the list of vocational and career awareness curricular offerings.
4. **GED PREPARATION AND TESTING**- The AGENCY will prepare students to take the GED when those students are in jeopardy of not obtaining a regular High School Diploma. The AGENCY will provide the GED Exit Option Model and all appropriate documentation. The GED test shall be administered at the BOARD's designated center after all prerequisites have been met.
5. **METHODS OF INSTRUCTIONAL DELIVERY**- By no later than September 18, the AGENCY will provide the BOARD a list of methods of instructional delivery they will utilize.

6. CLASSROOM MANAGEMENT PROCEDURES· By no later than September 18, the AGENCY will provide the BOARD a list of classroom management procedures they will utilize.
7. SUPERVISION OF STUDENTS· Supervision and control of students while in their educational program shall be the responsibility of the AGENCY and the host facility provider agency. However, the AGENCY will provide the BOARD a list of classroom management procedures they will utilize.

VIII. QUALIFICATIONS AND PROCEDURES FOR SELECTION OF STAFF

1. EDUCATION COORDINATOR- By no later than September 18, the AGENCY will provide the BOARD with the Educational Director's job description, which will include a requirement that the Educational Director possess a valid State of Florida teaching certificate and teaching experiencing.
2. NUMBER OF CERTIFIED TEACHERS· The AGENCY will employ a sufficient number of certified teachers to maintain an average daily attendance instructional ratio of approximately 1:20. By no later than September 18, of each year of the term of this Agreement, the AGENCY will provide the BOARD with each teacher's job description.
3. CLASSES WHICH REQUIRE CERTIFIED TEACHERS· All classes assigned in accordance with the Florida Course Code Directory shall require certification required to instruct the class.
4. ESOL/ESE CERTIFICATION· The AGENCY shall provide ESOL/ESE Certified teachers to instruct students requiring either an LEP or IEP Plan using either a direct instruction or consultative model.
5. EDUCATIONAL PERSONNEL FILES· By no later than September 18, the AGENCY shall provide the BOARD with a copy of each teacher's certificate from the FLDOE showing the teacher's certification.
6. AGENCY STAFF DEVELOPMENT ACTIVITIES· The AGENCY agrees to develop and implement a Staff Development Plan that includes staff development (in-service) activities that will occur throughout the year. Topics may include academic, career, vocational, social skills, "best practices," information for adjudicated juvenile offenders, motivation for reluctant learners, and problem solving. For teachers to receive in-service credit, AGENCY in-service activity must first be submitted for prior approval to the BOARD's designee.
7. BOARD STAFF DEVELOPMENT ACTIVITIES· The AGENCY's teachers will have access to all (non-site specific) staff development activities scheduled by the BOARD.
8. STAFF DEVELOPMENT FOR SUPPORT STAFF- By no later September 18, the AGENCY shall provide the BOARD with a listing of staff development activities scheduled for administrative personnel, clerks, registrars, paraprofessionals, guidance counselors, transition specialists, and lead teachers.

9. BEGINNING TEACHER PROGRAMS- If the AGENCY employs beginning teachers with valid Florida "Temporary" teaching certificates, those teachers may participate in the BOARD's Teacher Induction Program in order to receive a "Permanent" certificate.
10. RESPONSIBILITY- The AGENCY shall be responsible for hiring certified teachers and assigning classes within the Florida Course Code Directory.
11. BACKGROUND CHECK- All AGENCY employees, appointees, or agents who come into contact with students as part of the educational program must submit to a background check, in accordance with Fla. Stat. 1012.32, 1012.465, and 1012.467, including a fingerprint check, at AGENCY expense. Rite of Passage will complete Level II background checks in accordance with the Department of Juvenile Justice, specifically Chapters 39, 435, 984 and 985 F.S.

IX. FUNDING

1. PAYMENTS- The BOARD will make quarterly payments to the AGENCY after each DOE calculation has been published. The quarterly payment will be adjusted after each FTE survey and the final payment will be adjusted to the actual FTE earned. The AGENCY is responsible for invoicing the BOARD quarterly, based upon the calculation furnished by the BOARD and the AGENCY.
2. FUNDING BASIS - Payments by the BOARD to the AGENCY shall be calculated based upon projected FTE for the AGENCY program using the State of Florida estimates. The projected revenue shall be reduced by the BOARD's share (5%).
3. RATE OF PAYMENT-The rate of payment shall be equal to 95% of the FTE Revenue generated through the Florida Education Finance Program (FEFP). In addition, allocations of Categorical Funds for instructional materials, instructional technology, and science lab materials will be made at 100% and allocations of Title I, Part D, Neglected and Delinquent funds shall be made at 50%. IDEA Funds shall be made at 95%.
4. CONDITIONS OF CHANGE - If at any time during the term of this Agreement, the State Department of Education changes the BOARD's formula for allocation of funds, said increase or decrease shall be passed along to the Agency on a pro rata basis.
5. FEFP REQUIREMENTS-A student is in membership when he/she is officially assigned to a course or program by the AGENCY. To be reported for funding, each student must be enrolled and scheduled appropriately in the state automated data system. The student must be in attendance for a minimum of 1500 minutes of instruction per week. The school year for the students will include a minimum of 250 days of Instruction.
6. FUNDING LOSS - In the event of the AGENCY violates any State Law, State Department of Education rule, BOARD Policy, and or other covenant set forth herein, and said violation results in a loss of funding to the BOARD, the AGENCY shall reimburse the BOARD for the full amount of the loss. This provision shall remain in force, even If the agreement is terminated, for a period of (3) three years or until all state audits are conducted, whichever occurs first.

7. **DIRECT INSTRUCTION TIME** - The AGENCY is required to take attendance during every class period. Attendance must include any student who was tardy. Attendance records must be maintained in a manner prescribed by the BOARD, which includes, but is not limited to, weekly student attendance sheets which reflect daily (once a day), attendance status and the teachers' roll books which reflect attendance in each class period on the student's schedule. Records will be maintained until such time the AGENCY is authorized by the BOARD to dispose of said records, or until the expiration of this agreement when all such records shall be surrendered to the BOARD.
8. **FINANCIAL RECORDS MAINTENANCE** -The AGENCY shall maintain all financial records related to the educational component of the program for (3) three years.
9. **FINANCIAL RECORDS**- The AGENCY shall provide a financial accounting of all expenditures toward the educational component of the program on a quarterly basis. The accounting report shall be in accordance with forms provided by the Superintendent's designee and shall be delivered to the Superintendent's designee within thirty (30) days after the close of each quarter.

X. CONTRACT NEGOTIATIONS

1. **WORKFORCE DEVELOPMENT** -The BOARD will provide the AGENCY with the name of the Director of Workforce Development.
2. **AGENCY REQUIREMENTS**
 - a. The AGENCY has experience in providing educational services.
 - b. The AGENCY has sufficient financial stability and resources to hire adequate numbers of certified teachers and personnel.
3. **BOARD PRE-CONTRACT RESPONSIBILITY**
 - a. The AGENCY has positive past Quality Assurance Reviews.
 - b. The AGENCY's DJJ contract (if applicable) does not duplicate services or resources.

XI. INTERVENTIONS AND SANCTIONS

1. **QUALITY ASSURANCE REVIEW**-The AGENCY shall provide to the BOARD, upon receipt, copies of all quality assurance reviews for the Facility and the Educational Component performed by any State or Federal agency, if any.
 - a. **DEFAULT**- The AGENCY's inability and/or refusal to comply with the terms of this Agreement shall be considered a default. Only the Superintendent of Schools may declare the AGENCY in default and notice of such shall be sent United States Postal Services certified mail, return receipt requested. Upon receipt of the Superintendent's declaration of default, the AGENCY has (5) five calendar days to contest the Superintendent's action, giving notice by United States Postal Services certified mail, return receipt requested. The parties agree that default shall be resolved by informal or formal procedures consistent with Section 120.57, Florida Statutes also known as the Florida Administrative Procedures Act. The parties agree that prior to any such action, they will submit the matter for mediation.

2. During arbitration, the AGENCY'S educational programs shall continue, but the BOARD shall withhold payment if the dispute is resolved in the AGENCY's favor, all payments, previously withheld shall be forfeited, and the agreement shall be immediately terminated. Dollars previously paid to the AGENCY may also be in jeopardy.

XII. COORDINATION

1. RESPONSIBLE POSITIONS
 - a. BOARD's DESIGNEE -The BOARD's designee for purposes of administering the Agreement shall be the Superintendent of Schools who may assign a designated administrator for monitoring compliance and educational program administration.
 - b. AGENCY's DESIGNEE-The AGENCY'S designee with whom the BOARD is to communicate on all compliance issues related to this Agreement shall be:

Ms. Tracy Bennett-Joseph, Rite of Passage Superintendent of Schools
2560 Business Parkway, Suite A
Minden, NV 89423

XIII. FACILITIES

1. SAFETY REQUIREMENTS-The host facility provider shall comply with facility safety requirements embodied in the State Requirements for Educational Facilities and the Department of Education's State Requirements for Educational Facilities (SREF) (2014).
2. ADDRESS OF FACILITY -
 - a. Mailing address -
2560 Business Parkway, Suite A
Minden, NV 89423
 - b. Physical location-
11180 NE 38th Street
Jasper, FL 32052
3. SANITATION AND HEALTH CERTIFICATES - The host facility provider shall maintain current sanitation and health certificates and provide copies of the same to the BOARD by no later than April 1st of each year of the term of this Agreement.
4. REQUIRED SETTINGS-The host facility provider shall provide student classrooms with a minimum of twenty-five usable square feet per pupil. Instructional personnel must be provided adequate space for desk, file cabinets, instructional materials, and secured storage of BOARD-owned equipment and confidential documents such as tests and records. Additional space shall be provided for ESE/ESOL staffing or psychological evaluations.
5. BUILDING MAINTENANCE- The host facility provider shall maintain (in a state of good repair), all buildings used for the educational program. All damages made by the AGENCY'S program will be the responsibility of the AGENCY to repair.

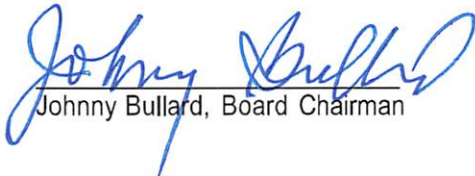
XIV. ADDITIONAL CONSIDERATIONS

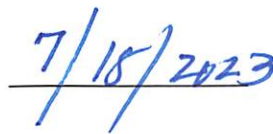
1. The BOARD will provide the necessary software to allow access to the student information system. The AGENCY will be responsible for providing internet connection for the educational facility and staff.
2. PUBLIC RECORDS. The BOARD is a public agency subject to Chapter 119, Florida Statutes. The AGENCY shall comply with Florida's public records law. Specifically, the AGENCY shall:
 1. Keep and maintain public records required by the public agency to perform the service.
 2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 contract. If the contractor does not transfer the records to the public agency.
 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 5. Redacted Copies of Confidential Information - If the contractor considers any portion of any documents, data, or records submitted to the city to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor must simultaneously provide the city with a separate redacted copy of the information. It claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agreement name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the contractor claims are confidential, proprietary, trade secret or otherwise not subject to disclosure.

6. Request for Redacted Information - In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the city will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the city will notify the contractor such an assertion has been made. It is the contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the city becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
7. Indemnification - The AGENCY shall protect, defend, and indemnify the city for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Contractor fails to submit a redacted copy of information it claims is Confidential, the city is authorized to produce the entire documents, data, or records submitted to the City in answer to a public records request or other lawful request for these records.

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 CUSTODIAN OF PUBLIC RECORDS AT (386) 792-7800, Philip.Pinello@hamiltonfl.com, 5686 Highway 129 South, Suite 1, Jasper, FL 32052.

FOR THE SCHOOL BOARD:


Johnny Bullard, Board Chairman



FOR RITE OF PASSAGE:

CJ Bower, CFO

6. Request for Redacted Information - In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the city will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the city will notify the contractor such an assertion has been made. It is the contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the city becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
7. Indemnification - The AGENCY shall protect, defend, and indemnify the city for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Contractor fails to submit a redacted copy of information it claims is Confidential, the city is authorized to produce the entire documents, data, or records submitted to the City in answer to a public records request or other lawful request for these records.

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 CUSTODIAN OF PUBLIC RECORDS AT (386) 792-7800, Philip.Pinello@hamiltonfl.com, 5686 Highway 129 South, Suite 1, Jasper, FL 32052.

FOR THE SCHOOL BOARD:

Johnny Bullard, Board Chairman

FOR RITE OF PASSAGE:

CJ Bower
CJ Bower, CFO

7-14-23