

**RESOLUTIONS IN SPECIAL EDUCATION, INC.**



Julia J. Weatherly \*+  
Leslie A. Allen \*+

\*Member of the Alabama Bar  
+Member of the Georgia Bar

May 5, 2021

Ms. Betty Linton, Coordinator of ESE  
Via email at Shelly.Head@hamiltonfl.com

Dear Betty:

We are pleased to have the opportunity to continue to work with the Hamilton County School District and hereby set forth below the terms of our engagement Agreement. If you have any questions or concerns, please do not hesitate to contact me prior to having this Agreement signed.

**LETTER AGREEMENT FOR CONSULTATIVE SERVICES**

This Agreement confirms the terms, conditions and mutual understanding under which the Hamilton County School District (hereinafter "the District") will engage Resolutions in Special Education, Inc. ("RISE") to provide consultative services in connection with general special education (ESE) matters.

RISE's services, which are billed on an hourly basis, include, among other activities, email and telephone consultation, as needed, with District personnel or District/Board counsel if required or requested. Professional Development services, as requested, will also be provided at an agreed upon daily rate depending upon the actual service needed. RISE's hourly rates, which are reviewed and may be adjusted annually, are as follows:

|                                |               |
|--------------------------------|---------------|
| Julie J. Weatherly, consultant | \$200.00/hour |
| Leslie A. Allen, consultant    | \$185.00/hour |

It is understood that RISE's members are not members of the Florida Bar able to independently provide direct legal services in any formal proceedings that may be required. Thus, RISE will provide such services as appropriate and if requested, but only via applicable Florida Bar Rules and through the District's General Counsel in accordance with applicable rules and provisions of the Florida Bar and relevant laws.

All fees and costs will be billed on a monthly line-item basis, at the end of each month, with a description of the services rendered and the time involved. Time will be billed in increments of 1/10<sup>th</sup> of an hour or if services are for professional development, after the service is rendered.

**CONTACT JULIE:**

6420 Tokeneak Trail  
Mobile, Alabama • 36695  
Phone (251) 607-7377  
Fax (251) 607-7288  
Email JJWEsq@aol.com

**CONTACT LESLIE:**

152 Woodmont Drive  
Birmingham, Alabama • 35209  
Phone (205) 423-5395  
Fax (205) 433-1027  
Email lallen@specialresolutions.com

May 5, 2021  
Page 2

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

RISE cannot, of course, guarantee the results of its efforts. RISE, therefore, makes no representations or warranties, either express or implied, concerning the successful determination or outcome of this relationship. Any such statements made during the course of the relationship are based on professional judgment and over 35 years of consulting experience in this area of education law.

ACKNOWLEDGED AND AGREED TO:

  
\_\_\_\_\_  
For the District

Date: 6/2/21

  
\_\_\_\_\_  
RISE, Inc.

Date: 5/5/21

## REGISTRATION AND USE OF E-VERIFY SYSTEM

Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, PROFESSIONAL shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

- A. PROFESSIONAL must provide evidence of compliance with Fla. Stat. § 448.095 no later than the contract origination date. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- B. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion. PROFESSIONAL may be liable for all costs associated with School Board securing the same services, including, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have executed this PROFESSIONAL SERVICES CONTRACT ADDENDUM the day and year written below.

### Professional:

Julie J. Weatherly, for Resolutions in Special Educ., Inc.  
Name

Owner  
Title

  
Signature

5/5/21  
Date

489740

Contractor E-Verify Registration Number \*

\* If applicable, required to be provided before contract is fully executed.

### District:

E-Verify is ☒ / is not ☐ applicable to this contract (N/A only to sole proprietors without employees). If applicable, do not sign until the E-Verify Registration Number has been provided.

BY:   
District Authorized Signature


6/2/21  
Date



## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

1. The prospective lower tier participant certifies to the best of its knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

|   |                      |
|---|----------------------|
| Name of Applicant:<br>Resolutions in Special Education, Inc.                                    | Contract #:          |
| Printed Name and Title of Authorized Representative:<br>Julie J. Weatherly                      |                      |
| Signature:<br> | Date:<br>May 5, 2021 |

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out above.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (2 CFR Part 180).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA**  
**Agreement Rider Maintenance and Public Access to Records**

In compliance with Section 119.0701, Florida Statutes (2016) the Vendor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by Board in order to perform the services provided by the Vendor. Any documents created by the Vendor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Vendor or keep and maintain public records required by the Board to perform the service. If the Vendor transfers all public records to the Board upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.
- E. If the Vendor does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Vendor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Vendor to compel production of public records where the Vendor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Vendor as authorized by 119.0701, Fla. Stat.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE VENDOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA: Philip Pinello, Assistant Superintendent, The School District of Hamilton County, Florida, 5683 US Highway 129 South, Suite 1, Jasper, Florida 32052, email address: philip.pinello@hamiltonfl.com. telephone number (386) 792-7802.**

## NON-COLLUSION AFFIDAVIT

State of Florida

County of Hamilton

Julie J. Weatherly being first duly sworn, deposes and says that:

(1) He/she is the Owner, Partner, Officer, Representative, or Agent

of the Proposer that has submitted the attached Proposal;

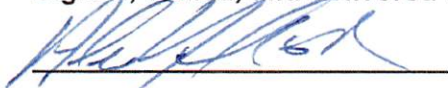
(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

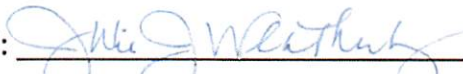
(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

  
exp: 12-11-2023

BY: 

Printed Name: Julie J. Weatherly

Title: Owner/Consultant

