

Agreement to Assist in Plan Revision and Update

This Agreement is made between The School Board of Hamilton County Florida, ("HCSB") whose address is: 5683 US Highway 129 South, Suite 1, Jasper, Florida 32052, c/o Hamilton County District School Superintendent Rex Mitchell at phone number (386) 792-7802, and email address: Rex.Mitchell@hamiltonfl.com ("Mitchell") and Kathryn McElhaney ("McElhaney") whose street address is: 725 NW Zack-Drive Lake City, FL 32055; email address is: catquilt1@gmail.com; home phone number is (386) 755-5565; and cell number is (386) 984-0251

HCSB and McElhaney agree as follows:

1. McElhaney has experience in the preparation, revision and updating of certain plans which the Florida Department of Education ("FDOE") requires and the United States Department of Education ("USDOE") may require be prepared and filed by and for K-12 public schools in Florida, as well as grant applications related to school improvement.
2. HCSB desires McElhaney's assistance in the preparation, revision and updating of certain plans which FDOE requires and USDOE may require be prepared and filed by and for K-12 public schools in Florida, as well as grant applications related to school improvement.
3. McElhaney hereby agrees to use her best efforts to assist HCSB and Mitchell by revising, updating and completing the following plans and grant materials for both Hamilton County High School and Hamilton County Elementary School, all in compliance with the requirements of FDOE, and the Policies of HCSB:

Student Progression Plan

referred to collectively in this Agreement as the "Document".

4. McElhaney will complete the Document to the reasonable satisfaction of Mitchell and FDOE and as applicable USDOE no later than the following date: October 30, 2020. McElhaney understand and agrees that time is of the essence under this agreement.
5. Within 30 days of the completion of the Document to the reasonable satisfaction of Mitchell and FDOE and as applicable USDOE, HCSB shall pay McElhaney one thousand five hundred dollars and no/cents. (\$1500.00)
6. It is agreed that McElhaney is not under the supervision or control of HCSB shall be considered only as an independent contractor and not as an employee, agent, partner, or joint venture of the HCSB. It is also agreed between the parties that McElhaney shall be responsible for providing her own office space, computer/word processing capacity, telephone/communications capacity, and other equipment and furniture, as needed and also her own transportation, insurance, and all of his/her own expenses in connection with the furnishing of the work or services described above.

7. McElhaney and Mitchell will communicate on a regular basis until the Document is completed and filed with the FDOE and as applicable the USDOE.
8. In the event McElhaney is to be in unsupervised contact with any students of HCSB, McElhaney agrees to comply with all requirements of the Hamilton County School Board Policy 8.284 and Policy 3.13 and Florida Statutes Sections 435.04, 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 and any applicable requirements under the new Health and Safety Standards under Chapter 65C-22 and 65C-20, F.A.0 and the 2016 amendments to Section 402.302, and follow-on revisions to 6M-4.620 F.A.C. and 65C-22.003 F.A.C. by submitting to background screenings as required by the referenced policies, statutes and regulations as administered by Philip H. Pinello, HCSB's Director of Administrative Services or his designee.
9. McElhaney is aware of and shall fully comply with the requirements of the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stat. or any other law or regulation, either federal or State of Florida, regarding the strict requirements of confidentiality of student information and Education Records or Reports. McElhaney shall fully indemnify and hold HCSB and its officers and employees harmless for any violation of this covenant, including but not limited to defending HCSB and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon HCSB or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon HCSB arising out of the breach of this covenant. McElhaney to the extent and only to the extent that McElhaney shall either intentionally or negligently violate the provisions of this covenant or the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stats. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon McElhaney until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.
10. By signing this agreement, McElhaney certifies, to the best of her knowledge and belief, that she:
 - Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
 - Has not, within the preceding five-year period, been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - Is not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this paragraph.
 - Has not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.McElhaney agrees to notify HCSB within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) through (d) above, with respect to SHCOE or its principals.

11. In compliance with Section 119.0701 Florida Statutes (2016), McElhaney shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by "HCSB" in order to perform the services provided hereunder by the McElhaney. Any documents created by the McElhaney 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 HCSB's custodian of public records, provide HCSB 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 McElhaney does not transfer the records to the HCSB.
- D. Upon completion of the Agreement, transfer, at no cost, to HCSB all public records in possession of the McElhaney or keep and maintain public records required by HCSB to perform the service. If the McElhaney transfers all public records to HCSB upon completion of the Agreement, the McElhaney shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the McElhaney keeps and maintains public records upon completion of the Agreement, the McElhaney shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to HCSB, upon request from HCSB's custodian of public records, in a format that is compatible with the information technology systems of the HCSB. In any event, upon completion of the Agreement, McElhaney will transfer to HCSB any Education Records, as defined under the Family Educational Rights and Privacy Act ("FERPA"), which may be in McElhaney's possession and then destroy any copies of said Education Records in McElhaney's possession as required under FERPA by 34 CFR 99.31.
- E. If the McElhaney does not comply with a public records request, HCSB 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 McElhaney 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 McElhaney to compel production of public records where McElhaney 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 McElhaney as authorized by Section 119.0701, Florida Statutes (2016).

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 AGREEMENT, THE CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA, SUPERINTENDENT REX L. MITCHELL, TELEPHONE NUMBER (386) 792-7802, EMAIL ADDRESS: Rex.Mitchell@hamiltonfl.com; MAILING ADDRESS: THE SCHOOL DISTRICT OF HAMILTON COUNTY, FLORIDA, 5683 SOUTH US HIGHWAY 129, SUITE 1, JASPER, FLORIDA 32052.

By signing below the parties to this Agreement agree to be bound by the terms of this agreement.

"McElhaney"

Kathryn McElhaney KM July 24, 2020
Kathryn McElhaney Date

"HCSB"

The School Board of Hamilton County, Florida

By: Rex L. Mitchell 8/11/20
Rex L. Mitchell, Superintendent Date