SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – May 28, 2019

DEPARTMENT/SCHOOL INITIATED AGREEMENT 19-783-A JW Allied Instructional Services LLC

☐ (BW) Bids Waived ☐ (CA) Consultant Agreement ☒ (SSA) Sales and Services Agreement

REQUESTOR: Student Services Legal Review: ☒ Yes ☐ No

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT AWARDED</th>
<th>REQUIRED PRODUCTS/SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Instructional Services LLC</td>
<td>Variable</td>
<td>To provide certified instructional staff to support educational needs of students.</td>
</tr>
<tr>
<td>Total</td>
<td>Variable</td>
<td></td>
</tr>
</tbody>
</table>

☐ Contract Renewal
☐ Recurring Contract
☒ New Contract

<table>
<thead>
<tr>
<th>New Contract Amount</th>
<th>Variable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Contract Amount</td>
<td>N/A</td>
</tr>
<tr>
<td>Variance</td>
<td>N/A</td>
</tr>
</tbody>
</table>

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:
Allied Instructional Services LLC is a contract agency that provides certified instructional staff who are considered to be critical shortage to support the educational needs of students. This contract will provide certified instructional staff for Visual Impairments, Orientation and Mobility instruction for 2019-2020 school year.

CONTRACT TERM:
The initial contract term shall commence July 1, 2019 and continue until June 30, 2020.

RECOMMENDATION:
It is the recommendation of Christine Moore, Assistant Superintendent of Student Services and Dr. Dawna O’Brien, Director of Student Services Program Support to approve the attached agreement with Allied Instructional Services LLC.

AUTHORITY FOR ACTION:
Florida Administrative Code 6A-1.012
THIS AGREEMENT is made and entered into this 1 day of July, 2019, by and between Allied Instructional Services, LLC., a Virginia corporation with an address at P.O. Box 2214, Ashland, VA 23005 (“AIS”), and The School Board of Brevard County, Florida, with an address at 2700 Judge Fran Jamieson Way, Viera, FL, 32940 (“Board”).

1. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral. If any provision of the contract documents conflicts with another provision, this agreement shall govern.

2. **Initial Term:** This contract shall be effective on July 1, 2019 and shall continue in full force until June 30, 2020, unless otherwise noted below, by checking the box to the left of the “Renewal Term.”

3. **Services to be Provided:**
   a. Board hereby engages AIS for the provision of the services described in this agreement and AIS agrees to cause said services to be provided for Board. AIS acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by similar businesses and further represents that in the performance of the services herein set forth it will exercise such degree of care, learning, skill and ability as is ordinarily employed by AIS under similar conditions and like circumstances and shall perform such duties without neglect. Any equipment, supplies, or materials used in the performance of this contract shall be provided by Board except as otherwise agreed by the parties.

   b. AIS (“Services”) shall provide or cause to be provided by service providers the following: (Please check desired service/s)

<table>
<thead>
<tr>
<th>Please check</th>
<th>Service Name</th>
<th>Service Provider Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>✅</td>
<td>Vision Services</td>
<td>Certified Teacher endorsed in Blindness and Visual Impairments</td>
</tr>
<tr>
<td>✅</td>
<td>Orientation and Mobility Instruction</td>
<td>Professionally Trained Orientation and Mobility Instructor, who holds or is qualified to sit for NOMC or COMS certification</td>
</tr>
<tr>
<td></td>
<td>Deaf and Hard of Hearing Services</td>
<td>Certified Teacher endorsed in Deaf and Hard of Hearing knowledgeable in ASL and cochlear implants</td>
</tr>
<tr>
<td></td>
<td>Physical Therapist</td>
<td>Licensed Physical Therapist</td>
</tr>
<tr>
<td>Occupational Therapist</td>
<td>Licensed Occupational Therapist</td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td>---------------------------------</td>
<td></td>
</tr>
<tr>
<td>Assistive Technology Assessment and Consulting</td>
<td>Certified itinerant teacher or licensed therapist and/or with a certificate in Assistive Technology</td>
<td></td>
</tr>
<tr>
<td>Interpreter</td>
<td>Certified Interpreter that meets state regulations (Call for pricing)</td>
<td></td>
</tr>
<tr>
<td>Evaluations</td>
<td>Certified itinerant teacher, licensed therapist, and/or certified evaluator (call for specific information and pricing)</td>
<td></td>
</tr>
<tr>
<td>Program Oversight</td>
<td>Certified and experienced itinerant teacher and/or licensed therapist (call for specific information and pricing)</td>
<td></td>
</tr>
<tr>
<td>Audiology</td>
<td>Licensed Audiologist</td>
<td></td>
</tr>
<tr>
<td>Speech and Language Pathologist</td>
<td>Licensed by the Board of Audiology and Speech Language Pathology; Certified ASHA</td>
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</table>

4. **Scope of Services:** The services will include:
   - a. Direct or consultative services as governed by student’s Individualized Education Programs (I.E.P.s.)
   - b. Assessing students using appropriate instrument of education measurement
   - c. Ensuring appropriate materials, technology, and equipment are obtained to meet education needs of each student
   - d. Obtaining needed resources that will help to meet the education needs for each student
   - e. Maintaining up to date and accurate documentation of education progress on each student
   - f. Writing, revising and updating I.E.P.s in accordance with Board policies and procedures but not to act as sole case manager for any student (local Board school to appoint in-school case manager)
   - g. Making efforts to attend I.E.P. and/or eligibility meetings upon request
   - h. Conferring with parents/guardians, medical personnel, teachers, and other school personnel as necessary
   - i. Work related commute, to and from services site(s)
   - j. Adhering to pertinent laws, regulations, and policies as they relate to the assignment.

k. AIS will recruit, hire, and provide contractors to provide services at school’s premise(s) under Board’s supervision. AIS retains the sole right to select contractors to provide services, but AIS agrees all contractors providing services shall be pre-approved by Board for the assigned services. AIS recognizes that contractors who are assigned to provide services may have access to certain information of Board and students which may be proprietary and confidential. AIS will require each of the personnel to treat this information as confidential and agree not to disclose it to any third person.

5. **Payments:**
   - a. Board agrees that the rate of reimbursement for the above service/s provided will be that of sixty-eight dollars ($68.00) an hour for infield service and portal to portal (travel to and from school board).
b. The fee for work completed from home office (report writing, materials preparation, etc.) will be that of fifty-five dollars $55.00 an hour.

c. Notice of need to cancel, i.e. student illness/absentee should be made at least three (3) hours in advance of scheduled service. In the event notice cannot be made in advance, Board is only responsible for the amount of time AIS provider has travelled/waited but, in no event, more than two (2) hours.

d. Board shall pay AIS within forty-five (45) days of receipt of invoice from AIS. If any fees due hereunder are not paid when due, interest shall accrue on the amount not paid when due at rate of one and one-half percent (1 ½ %) per month until paid.

6. Discounts:
   a. A twenty-five percent portal discount is given when an individual service provider either exceeds 5 hours of work within the school district in one day or 15 hours of work within the school district in one week.

   b. AIS agrees to waive portal charges when an individual service provider is contracted to Board for 35 or more hours of work within the district in one week.

7. Fees: Board agrees to reimburse AIS for canes issued to student(s) by AIS when necessary for instructional purposes at a rate of forty-five dollars ($45.00) per cane.

8. Cooperative Purchasing: The terms and conditions of this agreement may be extended to any other school district or other entity to permit those other entities to contract with AIS for the goods or services set forth in this agreement, subject to the mutual agreement of AIS and the other entity, which may include different payment terms. Board assumes no authority, liability, or obligation to AIS or to any other entity with respect to any such resulting contract.

9. Intellectual Property: Except as provided herein, all rights and ownership of Services Related Intellectual Property and tangible materials produced under or as a result of this contract are the property of the AIS. AIS reserves all rights, including without limitations, the copyright of tangible materials produced and/or provided in connection with the provision of services under this contract. “Services Related Intellectual Property” means any inventions, discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which AIS conceives, develops, or makes in connection with providing services under this agreement, but does not include any Preexisting Intellectual Property and any property owned by the Board and provided by Board to AIS or its contractors for performance of services, title to which shall remain in the district and which shall be used only in the performance of this agreement unless otherwise authorized in writing by the Board. “Preexisting Intellectual Property” means any inventions, discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter,
which the Board has conceived, developed, or made prior to the date of this agreement or otherwise not produced in connection with services to be provided under this agreement.

10. This agreement is for use by the Board only and may not be duplicated, distributed, or verbally communicated without the written permission of AIS unless required under Chapter 119, Florida statutes.

11. **Termination:** Each party has the right to terminate this agreement if the other party is in default of agreement hereunder which default is incapable of cure or which, being capable of cure, has not been cured within fifteen (15) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). Either party may terminate this agreement upon thirty (30) days’ written notice to the other party or upon mutual agreement by both parties. Upon termination of this agreement for any reason, Board shall pay all amounts due for the services and hours worked under the agreement.

12. **Indemnification:** Board shall not be liable for any claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action incurred by AIS or any of its contractors or agents resulting from any wrongful, negligent or tortious act of Board or any of its employees, agents, representatives or students, or any breach of this agreement by Board. AIS agrees to indemnify, hold harmless and defend Board, its officers, agents and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action resulting from any breach of this agreement by AIS and any negligence or intentional misconduct by AIS for which the Board, its agents, servants or employees are alleged to be liable.

13. **Assignment:** Board shall not assign or transfer any interest in this agreement without the prior written consent of AIS, which consent shall not be unreasonably withheld, delayed, or conditioned. AIS may subcontract for the provision of services under this agreement and may assign this agreement in connection with any merger, sale, or transfer of all or substantially all of the assets or stock of AIS. No modification of this agreement shall be binding upon the parties hereto, unless consented to in writing, and signed by both parties.

14. **Notices:** Any notice required to be given to a party hereunder shall be deemed given on the third (3rd) business day following the mailing of any such notice, postage paid, to the address set out herein for such party.

15. **No Authority to Bind Board:** AIS has no authority to enter into contracts or agreements on behalf of Board. This Agreement does not create a partnership between the parties.

16. **General:** No amendment, change, modification, or waiver of any term of this agreement shall be valid unless it is in writing and signed by both the Board and AIS. This agreement shall be binding upon the successors and permitted assigns of the Board and AIS. This agreement shall be construed according to the laws of the state of Florida, exclusive of its conflicts of law provisions. Any dispute, claim or action under this agreement shall be brought exclusively in the appropriate state or federal court located in or for Brevard County, Florida, and
the parties irrevocably consent to the personal jurisdiction of such courts for resolution of any such dispute, action, or claim. All provisions of this agreement shall be considered severable and each enforceable provision shall remain in effect and binding upon the parties hereto regardless of any finding by any judicial, administrative, or legislative body that other provisions of this agreement are invalid or unenforceable. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. Personnel

a. All of the Services herein shall be performed by AIS or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable state and local law to perform such Services.

b. Jessica Lunsford Act (Background Check).

1. AIS shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S.

2. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with Board policy, all of AIS’ personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and Board. This background screening will be conducted by Board in advance of AIS or its personnel providing any Services under the conditions described in the previous sentence.

3. AIS shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to AIS and its personnel.

4. The Parties agree that the failure of AIS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. AIS agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death, or property damage resulting from AIS’ failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S.

18. FERPA: To the extent Services provided hereunder pertain to the access to student information, AIS shall adhere to all standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, AIS, and its officers, employees,
agents, and representatives, shall fully indemnify and hold the Board harmless for any violation of this provision including, but not limited to, defending the Board and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Board arising out of the breach of this provision by AIS, its officers, employees, agents, or representatives, to the extent that the AIS, its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement and shall remain fully binding upon AIS. A separate Non-Disclosure Agreement may be required.

19. Public Records

a. IF AIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AIS’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BOARD CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

b. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. AIS acknowledges its legal obligation to comply with Section 119.0701, F.S. AIS shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by the Board in order to perform the scope of services. AIS shall comply with all requirements for retaining public records and shall transfer, at no cost to the Board, all public records in the possession of AIS upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.

c. A request to inspect or copy public records relating to the Board’s contract for services must be made directly to the Board’s Custodian of Public Records. If the Board does not possess the requested records, the Board’s Custodian of Public Records shall immediately notify AIS of the request. AIS must provide a copy of the records to the Board 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, F.S. If AIS does not timely comply with the Board’s request for records, the Board shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney’s fees.

d. Should AIS fail to provide the requested public records to the Board within a reasonable time, AIS understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, F.S.
e. AIS shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if AIS does not transfer the records to the Board. Upon completion, expiration, or termination of this Agreement, AIS shall transfer, at no cost to the Board, all public records in its possession or keep and maintain public records required by the Board to perform the services. If AIS transfers all public records to the Board, AIS shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If AIS keeps and maintains public records upon completion, expiration, or termination of this Agreement, AIS shall meet all applicable requirements for retaining public records and provide requested records to the Board pursuant to the requirements of this Article. All public records stored electronically must be provided to the Board in a format that is compatible with the information technology systems of the Board.

Signatures: In agreement with the terms and condition of this agreement, we have affixed our signatures as indicated below. This agreement shall be considered by both parties as legal and binding.

AIS

Mary Hall

5-15-19

Mary Hall, Vice President of Operations
Allied Instructional Services, Inc.

The School Board of Brevard County, Florida

Mark W. Mullins, Ed.D.,
Superintendent

Date

Tina Descovich
Board Chairman

Date

Allied Instructional Services, Inc.
PO Box 2214
Ashland, VA 23005
Phone: 804-368-8475
Fax: 804-368-8467