

Performance Contract for Exceptional Student Education Consultative Services

THIS CONTRACT is made and entered into the _____ day of _____, 2025 by and between the Jackson County School Board, Marianna, Florida (hereinafter “the Contractee” or “the District”) and the Washington County School Board representing the Panhandle Area Educational Consortium (hereinafter referred to as “the Contractor”).

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

A. The Contractor agrees to do the following:

1. Maintain, update, and continue to revise the “ESE Process Manual” most recently overhauled in 2016. Since the Manual has now essentially been replaced by the use of an online or software-based IEP system currently used by the District, services provided will include the provision or review of any needed forms that are not already available or being used by the District via its current IEP program/platform. The current Manual is being revised to contain identified forms/procedures that remain useful and are not part of the District’s current IEP platform.
2. Assist in preparation, where necessary and requested by the District’s ESE Director, of the District’s Policies & Procedures (P&P) and any amendments/revisions as required by the Florida Department of Education in accordance with any timelines prescribed.
3. Provide periodic general consultations via telephone and/or email, as requested by the District’s ESE Director, on general issues such as parent issues and concerns, procedural requirements, policy interpretations, and other general ESE matters.
4. Provide general support to the District’s Florida School Board attorney, if needed and requested.
5. Share relevant updates and current information from state and federal agency guidance and legislation and important hearing/court decisions rendered throughout the Contract year.
6. Provide monthly Zoom Calls (a/k/a “Conversations with Julie”) as scheduled during the school year for the ESE Director to attend and arranged and hosted jointly by PAEC and RISE.
7. Provide preparation for and attendance at an annual “ESE Legal Meeting/Retreat” at least one time per contract year, if needed, which will be arranged and hosted jointly by PAEC and RISE.

B. The Contractee agrees as follows:

1. To pay the sum of Seventy Five Hundred Dollars (\$7,500.00), in two payments, according to the following schedule:

No later than December 31, 2025	\$3,750
No later than May 31, 2026	\$3,750

2. Should the Contractor be unable to deliver as called for in this Contract, she may propose a Contract amendment. There is no obligation on the part of the Contractee to concur in such a proposal or to accept later delivery of any product(s). Unless the Contract is properly amended, in the event of non-delivery all liability for payment for a product(s) by the Contractee shall expire the day following the specified due date.

3. To cooperate expeditiously in all matters requiring information concurrence or approval in order that the Contractor will not be unduly delayed in performing. This will include:

- a. Designating the ESE Director as the contact person for the Contractor.
- b. Providing information necessary for the Contractor to fulfill its obligations under the Contract.

C. General Provisions:

It is also understood and agreed by and between the above described parties to this Contract that:

1. The Contractor shall be in compliance with the provisions of Section 601 of the Civil Rights Act of 1964 as it applies to the contractual services performance by the Contractee or any of its obligations under this Contract shall be subject to such provisions.

2. The performance by the Contractor of any of its obligations under this Contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Contractee deems, at any time during the term of the Contract that monies lawfully applicable to this Contract shall not be available for the remainder of the terms, the Contractee shall promptly so notify the Contractor, whereupon the obligations of the parties herein shall end upon the giving of such notice and this Contract shall be considered as cancelled.

3. In the case of cancellation, only the costs actually accrued to date of cancellation will be due and payable, and all work in progress will become property of the Contractee and will be turned over promptly by the Contractor. This Contract may be cancelled by either party giving sixty (60) days' notice to the other, or upon conditions specified in C-2.

4. **Period of Contract.** This Contract shall begin upon signing and all work shall be completed by June 30, 2026. No payment shall be invoiced or paid for any work performed outside of the period of the Contract.

5. **Modifications to the Contract.** This Contract may only be changed or modified by an amendment executed in the same fashion as the original.

6. Travel expenses shall be considered as part of the contracted amount and shall not be reimbursed separate from the payment schedule. Accounts of travel performed in conjunction with this Contract shall be substantiated by receipts and appropriate documentation.

7. Services provided by RISE under this Contract are not considered legal services and will not include the provision of legal services. Rather, these services are considered consultative in nature only and the District must consult with its local school board attorney for legal advice. Should the District need actual legal services, such as representation in a legal proceeding (such as a due process hearing, mediation or resolution session), legal research related to a specific matter, etc., such services will be provided in conjunction with the local school board attorney and pursuant to a separate Agreement or Contract and in accordance with applicable rules and provisions of the Florida Bar and relevant laws.

IN WITNESS WHEREOF, the parties hereto, by the undersigned, authorized to bind said parties, set their hands on this the ____ of _____, 2025.

APPROVED:

Hunter Nolen, Superintendent
Jackson County School District

John Selover, Executive Director
Panhandle Area Educational
Consortium

Chairperson, Jackson County School Board,
Contractee

Thomas Register, Superintendent
Washington County School Board,
Contractor