



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

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August 21, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Agreement for Services – Resolutions in Special Education, Inc. (RISE, Inc.)

Attached is a contract for legal and consulting services for Resolutions in Special Education, Inc., for ESE-related issues including but not limited to IDEA and 504 law. The Department of Exceptional Student Education is requesting approval of this contract. The term of this contract will be from Board approval August 22, 2012 through June 30, 2013.

The District is permitted to negotiate for legal services based on Florida Administrative Code Rule 6A-1.012(11)(a). On July 17, 2012, School Board Attorney Nancy Alfonso approved the use of this firm's services due to their special area of expertise.

At this time, we are requesting Board approval of this contract. If you should have any questions regarding this matter, please contact Ms. Musselwhite or me at your earliest convenience.

KDG/leb



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/ 794-2000

Heather Fiorentino, Superintendent

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Department of Exceptional Student Education
April Stephenson, Bookkeeper
813/ 794-2764 Fax: 813/ 794-2117
727/ 774-2764 TDD: 813/ 794-2484
352/ 524-2764 email: astephen@pasco.k12.fl.us

MEMORANDUM
ESE-12/13-AS-013

DATE: August 21, 2012

TO: Kendra Goodman, CPPO, CPPB, Purchasing Agent

FROM: April Stephenson, Bookkeeper, Exceptional Student Education
Melissa Musselwhite, Director of Exceptional Student Education *mm*

RE: **AGREEMENT FOR SERVICES with Resolutions in Special Education, Inc.**
(August 22, 2012-June 30, 2013) (REQ # 9250-30007)

Since 2010-2011 the Exceptional Student Education Department has contracted with Resolutions in Special Education, Inc. for legal and consulting services for ESE-related issues including but not limited to IDEA and 504 law. At this time we are requesting School Board approval of the attached agreement for services with Resolutions in Special Education, Inc. The term of this agreement shall be from August 22, 2012 through June 30, 2013. An Attachment B Confidential Information document and a copy of their lawyers professional liability policy is also attached.

The estimated cost for services is \$25,000.00.

Funding source: general operating dollars

Please be advised that Julie is no longer affiliated with the Weatherly Law Firm. We have not asked Julie to be fingerprinted because her services are not performed here; they are performed from her location in Alabama.

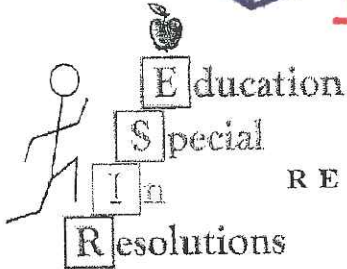
Thank you for your assistance with this request.

MM/as

xc: John Mann, Ed.D., Assistant Superintendent for Curriculum and Instructional Services

RECEIVED

7/17/12 *Don*



RESOLUTIONS IN SPECIAL EDUCATION, INC.

AGREEMENT FOR SERVICES

This Agreement confirms the terms, conditions and mutual understanding under which the Pasco County School System (hereinafter "the School System") will engage Julie J. Weatherly and Resolutions in Special Education, Inc. ("RISE") to provide consultative and/or direct legal services in connection with special education matters. As Julie Weatherly is a member of the Georgia and Alabama Bars but not a member of the Florida Bar, any legal services will be provided in conjunction with and cooperation with the School System's local Board attorney, when required or necessary, and appropriate procedures will be followed for purposes of hearing/court appearances.

RISE's services, which are billed on an hourly basis, may include file preparation and organization, telephone conferences or other meetings, research, drafting of correspondence or pleadings, agreements or other documents, administrative hearing preparation and appearances, settlement negotiations, etc. It is understood that members of RISE generally work on the School System's business during any travel time but travel will be billed at 1/2 of the actual travel time involved. RISE's hourly rates, which are reviewed and may be adjusted annually, are as follows:

Julie J. Weatherly, attorney	\$200.00/hour
Contract paralegals, if needed	\$ 65.00/hour

All fees will be billed on a line item basis with a description of the services rendered.

In addition to the hourly rates set forth above and although unlikely, contract attorneys or paralegals may need to be used at reasonable hourly rates, depending upon their experience. The School System 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 legal services, out-of-pocket disbursements and other expenses will be billed monthly.

While RISE is reasonably confident that it can achieve favorable results for the School System, 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

CONTRACT REVIEWED
 AND APPROVED:
Katy 7/19/12

Agreement for Services
Page 2

approximately 26 years of experience in this area of education law.

The term of this agreement shall be from August 22, 2012 through June 30, 2013.

ACKNOWLEDGED AND AGREED TO:

For the School System
Date: _____

[Signature]
RISE, Inc
Date: 7/12/12

Melissa Musso-White
Department/School Administrator
Date: 7/12/12

CONTRACT REVIEWED
AND APPROVED:
[Signature]
7/19/12

Attachment B

Confidential Information:

Confidential Information: Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business plans, employees and students' personal information, clients, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"): Confidential Information will include, but not be limited to, each party's proprietary software and customer, employee, student information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need to know basis), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such Confidential Information.

"Owner" refers to the party disclosing Proprietary Information hereunder, whether such party is the District School Board of Pasco County or vendor and whether such disclosure is directly from Owner or through Owner's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder. Recipient hereby acknowledges and agrees that the Proprietary Information shall remain the sole and exclusive property of Owner. The disclosure of the Proprietary Information to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the Proprietary Information, except as provided under this Agreement. Recipient shall protect the Proprietary Information of Owner the same degree of protection and care Recipient uses to protect its own Proprietary Information, but in no event less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

Exceptions: Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secretly or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

RISE, Inc.

By: *Julia J. Weatherly*
Authorized Signature

Name: Julia J. Weatherly
Title: owner
Date: 7/12/12

District School Board of Pasco County

By: *Kendra Goodman*
Authorized Signature

Name: Kendra Goodman
Title: Purchasing Agent
Date: 7/12/12