

**SPECIAL CALLED MEETING OF THE STONE COUNTY SCHOOL BOARD
PROFESSIONAL DEVELOPMENT CENTER
AUGUST 25, 2020 7th MEETING
AGENDA**

- I. CALL TO ORDER, INVOCATION AND PLEDGE TO THE FLAG
- II. ADOPTION OF AGENDA
- III. ADRANOS DISCUSSION
- IV. RESOLUTION GCRF
- V. MS EQUITY IN DISTANCE LEARNING
- VI. CONSENT AGENDA
 - (a) ESSER Assurances and Budget Review
 - (b) Contract/agreement between Horizon Software & SCSD
 - (c) Contract/agreement between Gulf Coast Mental Health & SCSD
 - (d) Contract/agreement between MHG at Stone County & SCSD
- VII. POLICIES w/ REVISIONS
- IV. ADJOURN

**PRIVATE ENTITY
RESOLUTION OF AUTHORIZATION**

On the _____ day of _____, 2020, the School Board (the "Board") acting for and on behalf of the Stone County School District, (the "School District") took up for consideration the matter of authorizing and approving a grant on from the Mississippi Development Authority (the "MDA") for the purpose of constructing the Stone County School District's Career and Technical Education Center.

Thereupon Board member _____ offered and moved the adoption of the following resolution:

**RESOLUTION OF THE SCHOOL BOARD FOR THE
STONE COUNTY SCHOOL DISTRICT TO AUTHORIZE
AND APPROVE THE SUPERINTENDENT OF THE STONE
COUNTY SCHOOL DISTRICT, ENTERING INTO A GRANT
AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT
AUTHORITY IN ORDER TO RECEIVE A GRANT
THROUGH THE GULF COAST RESTORATION FUND ON
BEHALF OF STONE COUNTY SCHOOL DISTRICT FROM
THE MISSISSIPPI DEVELOPMENT AUTHORITY AND
AUTHORIZING EIGHT HUNDRED THOUSAND DOLLARS
(\$800,000.00) WHICH IS TWENTY PERCENT (20%) OF
THE PROJECT COST IN MATCHING FUNDS FOR THE
PURPOSE OF CONSTRUCTING THE STONE COUNTY
SCHOOL DISTRICT'S CAREER AND TECHNICAL
EDUCATION CENTER.**

WHEREAS, the Mississippi Gulf Coast Restoration Fund Grant Program is authorized under Mississippi Code Section 57-119-1 (the "Act"); and

WHEREAS, pursuant to the Act the Mississippi Gulf Coast Restoration Fund (GCRF) grant program administered by MDA is designed for making grants to finance projects to promote economic growth in the Gulf Coast region as defined by the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock, and Jackson, but not to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone, and George Counties; and

WHEREAS, pursuant to the Act and the guidelines adopted by MDA, the School District has filed an application with MDA for a grant to fund the construction of the Stone County School District's Career and Technical Education Center; and

WHEREAS, based on the application, the Act and the guidelines, MDA has agreed to provide a grant to the School District for the purposes set forth; and

WHEREAS, before the grant can be processed, a Grant Agreement must be entered into by the School District and MDA, setting out the terms and conditions of the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD FOR THE STONE COUNTY SCHOOL DISTRICT, AS FOLLOWS:

Section 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

Section 2. That the School Board of the Stone County School District, is now fully authorized and empowered under the provisions of Sections 57119-1, of the Mississippi Code of 1972 to proceed with the execution of the Grant Agreement with MDA.

Section 3. That the Superintendent of the Stone County School District is hereby authorized and directed to execute any and all documents and certificates as may be necessary in order to consummate the transaction contemplated by the resolution and upon execution, each of the documents and certificates shall be legal, valid, and binding obligations of the School District enforceable in accordance to the terms of each.


Board member _____ seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Board member _____	voted _____
Board member _____	voted _____
Board member _____	voted _____
Board member _____	voted _____
Board member _____	voted _____

SUPERINTENDENT, STONE COUNTY SCHOOL DISTRICT
INITA OWEN

MEMO

TO: Ms. Owen and School Board

FROM: Cassie Hardy 

SUBJECT: Equity in Distance Learning Grant

DATE: August 21, 2020

Please approve the allocation of funds from the EDLA. These funds will be used to purchase 2,511 student Chromebooks and 50 teacher Laptops.

The Stone County School District has been allocated \$717,736 in ADM-Based Distance Learning and \$78,000 in Need-Based Allocation. The remaining cost of \$302,267 will be paid with ESSER, District, or Federal Funds.

FINAL ALLOCATION	ALLOCATION DETAILS
LEA Name	Stone County School District
Distance Learning POC	Chuck McGee
Distance Learning POC email	cmcgee@stoneschools.org
Average Daily Membership (ADM): Months 1-9 of 2019-2020	2,519
Final ADM-Based Distance Learning Allocation	\$717,736
Final Need-Based Allocation	\$76,087
Final Total State Allocation (Max Available Reimbursement)	\$793,823
Final LEA Cost	\$304,180
FINAL TOTAL FUNDS	\$1,098,004

EXPENSES (VERIFIED NEEDS ASSESSMENT)	# OF DEVICES	TOTAL COST ³
Requested Device Support	Yes	
Devices Purchased TOTAL	0	
• Purchased Chromebook	0	\$0
• Purchased Windows Laptop	0	\$0
• Purchased MacBook	0	\$0
• Purchased iPad	0	\$0
EPL Devices to be Purchased TOTAL	2,561	
• To Be Purchased Chromebook	2,511	\$1,060,119
• To Be Purchased Windows Laptop	50	\$37,885
• To Be Purchased MacBook	0	\$0
• To Be Purchased iPad	0	\$0
Learning Management System TOTAL⁴		\$0
• Instructure Canvas	0	\$0
• Schoology	0	\$0
TOTAL EXPENSES		\$1,098,004

³ Please refer to the Reimbursement Rate table on page 4.

⁴ Google Classroom is not included here because 1. There is no licensing fee and 2. The cost for Google Classroom related professional development will be provided at no additional cost to LEAs. G-Suite Enterprise for Education will be available through CDW-G as an optional upgrade to LEAs at a reduced cost, with a three-year price lock, if purchased before 12/31/2020.

From the Desk of Niki Robinson
Director of Federal Programs

Memorandum

TO: Ms. Owen and the Stone County School Board
FROM: Niki Robinson
DATE: August 21, 2020
RE: ESSER Assurances and Budget Overview

I respectfully request approval of the FY20 ESSER Plan, Assurances, and Budget as developed in the Mississippi Comprehensive Performance-based System (MCAPS). Copies are attached for your review. Thank you for your consideration.

✓

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Robinson, Niki

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Assurances

STONE CO SCHOOL DIST (6600) Public District - FY 2020 - Elementary and Secondary School Emergency Relief - Rev 0 - Elementary and Secondary School Emergency Relief

Dr. Carey M. Wright
State Superintendent of Education

Mississippi Comprehensive Automated Performance-based System

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*** Any applicant, other than a State educational agency that submits a plan or application under this Act shall have on file with the State educational agency a single set of assurances, applicable to each program for which a plan or application is submitted, that provides that-**

1. ESSER funds will provide equitable services to students and teachers in non-public schools as required under 18005 of Division B of the CARES Act.
2. LEAs receiving ESSER funds will provide equitable services to students and teachers in non-public schools located within the LEA in the same manner as provided under section 1117 of the ESEA, as determined through timely and meaningful consultation with representatives of non-public schools.
 - a. The LEA will maintain control of funds for the services and assistance provided to a non-public school under the ESSER Fund.
 - b. The nonpublic school will have no title to materials, equipment, and property purchased with ESSER funds.
 - c. Services to a non-public school with ESSER funds will be provided by the LEA directly, or through contract with, another public or private entity.

3. LEA and any other entity that receives ESSER funds will, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with Section 18006 of Division B of the CARES Act. In addition, each entity that accepts funds will continue to pay employees and contractors to the greatest extent practicable based on the unique financial circumstances of the entity. CARES Act funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.

4. The LEA will comply with all reporting requirements, including those in Section 15011(b)(2) of Division B of the CARES Act, and submit required quarterly reports to the MDE at such time and in such manner and containing such information as the MDE may subsequently require. (See also 2 CFR 200.327-200.329). The MDE may require additional reporting in the future, which may include: the methodology LEAs will use to provide services or assistance to students and staff in both public and non-public schools, the uses of funds by the LEAs or other entities and demonstration of their compliance with Section 18003(d), such as any use of funds addressing the digital divide, including securing access to home-based connectivity and remote-use devices, related issues in supporting remote learning for all students, including disadvantaged populations.

5. Every recipient and subrecipient of ESSER funds will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the MDE, USDE and/or its Inspector General; or (ii) any other state contractor, federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

6. The LEA must recognize that SEA approval of an application does not relieve the LEA of its responsibility to comply with all applicable requirements.

7. ESSER funds will be coordinated to provide services and supports with other federal education programs, including but not limited to IDEA, ESEA, Carl E. Perkins Act of 2006, and the McKinney-Vento Homeless Assistance Act.
 - (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
 - (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 504 of the Rehabilitation Act of 1973 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities;

8. ESSER funds must be administered in accordance with the Uniform Administrative Requirement, Cost Principals, and Audit Requirement for Federal Awards (2 C.F.R. Part 200) and the Education Department General Administrative Regulations (EDGAR).

9. SEC. 442. 20 U.S.C. 1232e(b)

The following general assurances apply to this application:

 - (1) that the local educational agency will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;
 - (2) that the control of funds provided to the local educational agency under each program, and title to property acquired with those funds, will be in a public agency and that a public agency will administer those funds and property;
 - (3) that the local educational agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program;
 - (4) that the local educational agency will make reports to the State agency or board and to the Secretary as may reasonably be necessary to enable the State agency or board and the Secretary to perform their duties and that the local educational agency will maintain such records, including the records required under section 443, and provide access to those records, as the State agency or board or the Secretary deem necessary to perform their duties;
 - (5) that the local educational agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;
 - (6) that any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;
 - (7) that in the case of any project involving construction -
 - (8) that the local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects; and
 - (9) that none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

10. This application remains in effect for the duration of the program. The LEA will submit a revision to the application if any budget changes are required in accordance with the MDE revision process.

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Budget Overview

STONE CO SCHOOL DIST (6600) Public District - FY 2020 - Elementary and Secondary School Emergency Relief - Rev 0 - Elementary and Secondary School Emergency Relief
 Dr. Carey M. Wright
 State Superintendent of Education
 Mississippi Comprehensive Automated Performance-based System

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Indirect Cost

Total Contributing to Indirect Cost

Indirect Cost Rate

Maximum Allowed for Indirect Cost

Filter by Location: ▼
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Robinson, Niki

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Function Code	1190-1199 - Other Regular Programs	1295 - Private School Participation	2130-2139 - Health Services	2220-2229 - Educational Media Services	2290 - Other Support Services-Instructional Staff	2610-2699 - Operation and Maintenance	3100 - Food Service Operations	Total
Object Code								
100-199 - Employee Salaries	0.00	0.00	36,508.00	0.00	0.00	27,375.00	0.00	63,883.00
200-299 - Employee Benefits	0.00	0.00	2,758.00	0.00	0.00	8,000.00	0.00	10,758.00
300-399 - Prof Services	0.00	5,000.00	0.00	0.00	29,600.00	4,125.00	0.00	38,725.00
600-699 - Supplies	0.00	14,879.20	45,377.00	27,000.00	0.00	135,022.22	40,909.80	263,188.22
700-799 - Property	0.00	0.00	0.00	347,900.69	0.00	7,215.09	0.00	355,115.78
800-899 - Other Objects	6,920.00	0.00	0.00	30,380.00	0.00	0.00	0.00	37,300.00
Total	6,920.00	19,879.20	84,643.00	405,280.69	29,600.00	181,737.31	40,909.80	768,970.00
							Adjusted Allocation Remaining	768,970.00 0.00

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Budget Overview

Dr. Carey M. Wright
State Superintendent of Education

STONE CO SCHOOL DIST (6600) Public District - FY 2020 - Elementary and Secondary School Emergency Relief - Rev 0 - Elementary and Secondary School Emergency Relief

Mississippi Comprehensive Automated Performance-based System

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Indirect Cost

Total Contributing to Indirect Cost	<input type="text" value="\$413,854.22"/>
Indirect Cost Rate	<input type="text" value="1.76%"/>
Maximum Allowed for Indirect Cost	<input type="text" value="\$7,157.85"/>

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Robinson, Niki

Function Code 1295 - Private School Participation Total

Production
Session Timeout
00:59:50

Object Code			Total
300-399 - Prof Services	5,000.00		5,000.00
600-699 - Supplies	14,879.20		14,879.20
Total	19,879.20		19,879.20

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STONE CO SCHOOL DIST (6600) Public District - FY 2020 - Elementary and Secondary School Emergency Relief - Rev 0 - Elementary and Secondary School Emergency Relief

Dr. Cheryl M. Wilson
 State Superintendent of Education
 Mississippi Comprehensive Automated Performance-based System

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Indirect Cost

Total Contributing to Indirect Cost

Indirect Cost Rate

Maximum Allowed for Indirect Cost

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Robinson, Niki

Function Code 2220-2229 - Educational Media Services Total

Production
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Object Code	30,380.00	30,380.00
800-899 - Other Objects	30,380.00	30,380.00
Total	30,380.00	30,380.00

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STONE CO SCHOOL DIST (6600) Public District - FY 2020 - Elementary and Secondary School Emergency Relief - Rev 0 - Elementary and Secondary School Emergency Relief

Dr. Corey M. Wright

State Superintendent of Education

Mississippi Comprehensive Automated Performance-based System

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Indirect Cost

Total Contributing to Indirect Cost	\$413,854.22
Indirect Cost Rate	1.76%
Maximum Allowed for Indirect Cost	\$7,157.85

Filter by Location: **STONE ELEMENTARY SCHOOL (6600008) - \$170,810.58**
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Function Code	1190-1199 - Other Regular Programs	2130-2139 - Health Services	2220-2229 - Educational Media Services	2290 - Other Support Services-Instructional Staff	2610-2699 - Operation and Maintenance	3100 - Food Service Operations	Total
Object Code							
100-199 - Employee Salaries	0.00	0.00	0.00	0.00	7,875.00	0.00	7,875.00
200-299 - Employee Benefits	0.00	0.00	0.00	0.00	2,000.00	0.00	2,000.00
300-399 - Prof Services	0.00	0.00	0.00	7,400.00	1,375.00	0.00	8,775.00
600-699 - Supplies	0.00	11,531.66	6,861.51	0.00	30,795.39	10,396.41	59,584.97
700-799 - Property	0.00	0.00	88,412.00	0.00	2,405.03	0.00	90,817.03
800-899 - Other Objects	1,758.58	0.00	0.00	0.00	0.00	0.00	1,758.58
Total	1,758.58	11,531.66	95,273.51	7,400.00	44,450.42	10,396.41	170,810.58

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STONE CO SCHOOL DIST (6600) Public District - FY 2020 - Elementary and Secondary School Emergency Relief - Rev 0 - Elementary and Secondary School Emergency Relief

Dr. Candy M. Wright
State Superintendent of Education

Mississippi Comprehensive Automated Performance-based System

Indirect Cost

Total Contributing to Indirect Cost

Indirect Cost Rate

Maximum Allowed for Indirect Cost

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Function Code	1190-1199 - Other Regular Programs	2130-2139 - Health Services	2220-2229 - Educational Media Services	2290 - Other Support Services-Instructional Staff	2610-2699 - Operation and Maintenance	3100 - Food Service Operations	Total
Object Code							
100-199 - Employee Salaries	0.00	0.00	0.00	0.00	6,500.00	0.00	6,500.00
200-299 - Employee Benefits	0.00	0.00	0.00	0.00	2,000.00	0.00	2,000.00
300-399 - Prof Services	0.00	0.00	0.00	7,400.00	1,375.00	0.00	8,775.00
600-699 - Supplies	0.00	10,601.43	6,307.74	0.00	29,133.24	9,557.35	55,599.76
700-799 - Property	0.00	0.00	81,276.56	0.00	4,810.06	0.00	86,086.62
800-899 - Other Objects	1,616.72	0.00	0.00	0.00	0.00	0.00	1,616.72
Total	1,616.72	10,601.43	87,584.30	7,400.00	43,818.30	9,557.35	160,578.10

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Dr. Emily M. Wright

State Department of Education

Mississippi Comprehensive Automated Performance-based System

Indirect Cost

Total Contributing to Indirect Cost	<input type="text" value="\$413,854.22"/>
Indirect Cost Rate	<input type="text" value="1.76%"/>
Maximum Allowed for Indirect Cost	<input type="text" value="\$7,157.85"/>

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Function Code	1190-1199 - Other Regular Programs	2130-2139 - Health Services	2220-2229 - Educational Media Services	2290 - Other Support Services-Instructional Staff	2610-2699 - Operation and Maintenance	3100 - Food Service Operations	Total
Object Code							
100-199 - Employee Salaries	0.00	0.00	0.00	0.00	6,500.00	0.00	6,500.00
200-299 - Employee Benefits	0.00	0.00	0.00	0.00	2,000.00	0.00	2,000.00
300-399 - Prof Services	0.00	0.00	0.00	7,400.00	1,375.00	0.00	8,775.00
600-699 - Supplies	0.00	11,185.43	6,654.15	0.00	31,979.15	10,082.22	59,900.95
700-799 - Property	0.00	0.00	85,740.13	0.00	0.00	0.00	85,740.13
800-899 - Other Objects	1,705.36	0.00	0.00	0.00	0.00	0.00	1,705.36
Total	1,705.36	11,185.43	92,394.28	7,400.00	41,854.15	10,082.22	164,621.44

Robinson, Niki

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Dr. Carey M. Wright
State Superintendent of Education

Mississippi Comprehensive Automated Performance-based System

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Indirect Cost

Total Contributing to Indirect Cost	\$413,854.22
Indirect Cost Rate	1.76%
Maximum Allowed for Indirect Cost	\$7,157.85

Filter by Location: STONE HIGH SCHOOL (6600012) - \$222,700.68 ▼

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Object Code							
100-199 - Employee Salaries	0.00	36,508.00	0.00	0.00	6,500.00	0.00	43,008.00
200-299 - Employee Benefits	0.00	2,758.00	0.00	0.00	2,000.00	0.00	4,758.00
300-399 - Prof Services	0.00	0.00	0.00	7,400.00	0.00	0.00	7,400.00
600-699 - Supplies	0.00	12,058.48	7,176.60	0.00	43,114.44	10,873.82	73,223.34
700-799 - Property	0.00	0.00	92,472.00	0.00	0.00	0.00	92,472.00
800-899 - Other Objects	1,839.34	0.00	0.00	0.00	0.00	0.00	1,839.34
Total	1,839.34	51,324.48	99,648.60	7,400.00	51,614.44	10,873.82	222,700.68

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NINA SHAW
Beat One

Stone County School District

RODNEY BEECH
Beat Four

DIANE JOHNSON
Beat Two

Inita Owen, Superintendent
214 Critz Street, Wiggins MS 39577

DORIS
MATTHEWS
Beat Five

JACOB SMITH
Beat Three

Telephone: 601-928-7247 Fax: 601-928-5122

CONTRACT/AGREEMENT INFORMATION

I would like to recommend the following agreement/contract between Horizon Software
 (vendor name) and Stone County School District. This
agreement/contract is for a term of 12 months (length of agreement/contract) The purpose of
this agreement/contract is to provide pre-ordering services through the Meal Payments Plus App for virtual
students.


I have read and reviewed the following agreement/contract and agree to all of the terms and conditions that
are outlined.


Person submitting agreement/contract

8/6/2020
Date


Principal/Director

8/6/2020
Date


Business Manager

8/14/2020
Date

Board Attorney

Date

Horizon Software International
 Horizon Software International
 2850 Premiere Parkway
 Suite 100
 Duluth GA 30097

Quote

Date 8/4/2020
 Quote # Q98768
 Acct. No. STOC01

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Bill To

Attn: Evonne Alexander, Accounts Payable
 Stone County Schools
 214 Critz Street
 Wiggins MS 39577
 United States

Ship To

Attn: Jackie Spruill, County Superintendents ...
 Stone County Schools Food Service Dept.
 214 Critz Street
 Wiggins MS 39577
 United States

Expires	Sales Rep	Memo	Shipping Method	
9/3/2020	Donald May			
Qty	Item#	Description	Price	Amount
1	50-111	MyPaymentsPlus SOFTWARE MyPaymentsPlus General Payments Module Package General Payments Module Open House/Orientation Module Summer School Module		0.00
1	50-112	MyPaymentsPlus - Student Billing Module	0.00	0.00
1	50-113	MyPaymentsPlus - Advanced Placement Subtotal Software:	0.00	0.00 0.00
		*Merchant Application must accompany order. The payment processing fees are officially documented on the Merchant Application and Merchant Agreement. See those documents for more information. (See Attached *)		
1	50-206	TRAINING MyPaymentsPlus Train the Trainer Webinar Package Up to 1 Day of Training Subtotal Services:	925.00 (100.00)%	925.00 (925.00) 0.00
		Remote Services Cancellation, Rescheduling, and "No-show" Policy:		
		Your scheduled service appointment is very important to us and is reserved especially for you. We understand that schedule adjustments are sometimes necessary, so please make note of Horizon's policy. If you need to cancel or reschedule your service, a 10% rescheduling fee will be assessed when we receive notification at least 24 hours in advance of the scheduled start time. If a reschedule request is made less than 24 hours before your scheduled service, you may incur a fee of 50% of the total quoted services. For "No-Show" situations where the district contact is not available at the time of the scheduled service or does not respond to the Horizon technician within 30 minutes of the scheduled service, the full amount of the quoted service may be invoiced.		
		Please note that you can make a request to cancel or reschedule your service appointment via email, fax, or phone through your assigned Horizon Project Coordinator. The Horizon Project Coordinator will confirm your updated service date with a written acknowledgement within 24 hours. Any fees associated to your schedule change will be assessed at the time of invoice.		

Horizon Software International
Horizon Software International
2850 Premiere Parkway
Suite 100
Duluth GA 30097

Quote

Date 8/4/2020
Quote # Q98768
Acct. No. STOC01
Page 2 of 2

Qty	Item#	Description	Price	Amount

Total \$0.00

Please sign and email to orders@horizonsoftware.com as approval.

Print Name Jaelyn Parker Signature  Date _____

"By executing this order, you are requesting and agreeing to pay for the fees identified herein and agreeing to be bound by the applicable terms and conditions of the Software as a Service Agreement ("SaaS Agreement") which will be executed by you before gaining access to the SaaS annual subscription services.

Your Purchase Orders: For avoidance of doubt, you acknowledge that your order for Horizon goods and services are governed by the terms of this order and the SaaS Agreement, and that the terms contained in any purchase order supplied to us by you or any other party on your behalf are null and void and are superseded by the terms and conditions of this order and the SaaS Agreement."

MyPaymentsPlus Service Agreement

This MyPaymentsPlus Service Agreement (this "Agreement") is entered into as of the ____ day of _____, 20__ (the "Effective Date") between Stone County School District, a _____, having a place of business at 214 N. Critz St, Wiggins, MS ("You") and Horizon Software International, LLC, a Georgia limited liability company having its principal offices at 2850 Premiere Parkway, Suite #100, Duluth, Georgia 30097 ("Horizon").

1. Definitions

In addition to capitalized terms later defined herein, the following capitalized terms shall have the following meanings:

- (a) "MyPaymentsPlus" or "MPP" means the prepayment system offered to You and your Users.
- (b) "Service" means User access to the administrative functionality of the MPP website for any of your employees or access to the MPP website to process credit/debit card and electronic check payments for Users that wish to make an electronic payment.
- (c) "User" means any of your employees that access the MPP website or the parent, guardian, or anyone else authorized to make electronic payments to student accounts at your school district utilizing MyPaymentsPlus.

2. Service Provided

Horizon will provide the Service to your Users during the term of this Agreement and subject to the Users compliance with the Terms of Use which can be accessed at the following web address: <https://www.mypaymentsplus.com/terms>

3. Technical Support

During the term of the Agreement, and subject to the terms and conditions hereof, Horizon agrees to provide You remote technical assistance to assist with the resolution of any issues related to your use of the Service. Horizon will respond to phone calls from Support Contacts (defined below) based on the severity of the problem and the time of day in which your problem occurs. You shall designate in writing to Horizon no more than two (2) technical contacts to request and receive remote technical assistance from Horizon ("Support Contacts"). Horizon's hours of operation are Monday through Friday 7:30AM to 5:30PM Eastern Standard Time.

4. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. HORIZON AND ITS THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HORIZON AND ITS THIRD PARTY SERVICE PROVIDERS OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF HORIZON'S AND ITS THIRD PARTY SERVICE PROVIDERS OBLIGATIONS.

5. Term and Termination

5.1 The term of this Agreement will commence on the Effective Date and will continue in effect for an initial period of twelve (12) months immediately thereafter ("Initial Term"), and (b) the term of this Agreement will automatically renew for additional successive terms of twelve (12) months (each a "Renewal Term").

5.2 Termination. This Agreement may be terminated at any time upon the giving of written notice:

- (i) By Horizon with respect to default of any payment obligations hereof which You fail to remedy; or
- (ii) By either party in the event that the other party with respect to obligations herein fails to commence remedying any such default under this Agreement for a period continuing more than thirty (30) days after the aggrieved party shall have given the other party written notice specifying such default; or

(iii) By either party by providing written notice to the other party at least sixty (60) days prior to the end of the Initial Term or any then-current Renewal Term of its intent not to renew the term of this Agreement.

5.3 Upon termination of this Agreement, Sections 5, 6, 7, and 10 shall survive termination of this Agreement.

6. Limitation of Liability

6.1 IN NO EVENT WILL HORIZON, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, THIRD PARTY SERVICE PROVIDERS, OR SUPPLIERS, BE LIABLE TO YOU UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS THE TOTAL USER TRANSACTION FEES RECEIVED BY HORIZON UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO SUCH CLAIM.

6.2 IN NO EVENT WILL HORIZON, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, THIRD PARTY SERVICE PROVIDERS, OR SUPPLIERS, BE LIABLE TO YOU FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF OR INABILITY TO USE THE SERVICE OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT OR THE USE OF THE SERVICE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF HORIZON, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, THIRD PARTY SERVICE PROVIDERS, OR SUPPLIERS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

7. Governing Law and Venue

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO ITS RULES GOVERNING CONFLICTS OF LAW. You agree that the exclusive venue for all actions, relating in any manner to this Agreement, shall be in a federal or state court having jurisdiction over Gwinnett County, Georgia.

8. Relationship of the Parties

Nothing in this Agreement shall be deemed to constitute a partnership between the parties or be deemed to constitute one party as agent of the other.

9. Severability

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that this Agreement shall be more strictly construed against one party than the other.

10. Non-Solicitation

During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, You agree not to: (a) knowingly solicit or otherwise induce or encourage any employee of Horizon to terminate his/her employment with Horizon or (b) hire, employ or otherwise engage any person known by You to be an employee or former employee of Horizon.

11. Waiver

A waiver by either party of any breach shall not be construed to be a waiver of any other breach.

12. Force Majeure

Neither party shall be liable to the other party for any failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control.

13. PCI-DSS Security Requirements Notice

In accordance with PCI-DSS security requirements and limited to the extent that Horizon can impact the security of Your cardholder data environment, Horizon acknowledges responsibility for the security of cardholder data of which it receives, processes, or transmits on behalf of You. Further, Horizon agrees to maintain all applicable PCI DSS requirements to the extent that Horizon impacts the security of Your cardholder data environment. A Written Attestation of Compliance (AOC) to PCI-DSS standards is available upon request.

14. Notices


All communications between the parties which are required or permitted to be in writing shall be sent by hand delivery with receipt obtained, or by recognized courier, properly prepaid and sent to the Horizon at 2850 Premiere Parkway, Suite #100, Duluth, GA 30097 and to You at the above address. All such communications shall be deemed received by the other party upon actual delivery or refusal. By written communication, either party may designate a different address for purposes hereof.

15. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto and supersedes and replaces any and all prior written and oral agreements and/or understandings between the parties. This Agreement may not be amended, modified, supplemented, or deviated from except by a writing executed by an authorized employee of You and Horizon. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives as of the dates set forth below:

By signing, I certify that I have read and agree with the terms of this Agreement and I am authorized to sign and execute on behalf of my institution.

By: 
Authorized Signature
Name: Jaelyn Parker
Title: Child Nutrition Director
Date: 8/6/2020

Horizon Software International, LLC
By: _____
Authorized Signature
Name: _____
Title: _____
Date: _____

Terms of Use

This agreement ("Agreement") that you are entering into with Horizon Software International, Inc. ("Horizon") and Horizon's designated third-party service provider ("Service Provider"), currently Bruber Financial, Inc. dba Persolvent, is a legal document that details your rights and obligations. By visiting this website you agree to be bound by the terms and conditions of this Agreement. If you do not agree please do not use or access our website. The MyPaymentsPlus website and related services are offered to you conditioned upon your acceptance without modification of these Terms of Service. From time to time, it may be necessary for us to update or revise certain provisions of the Terms of this Agreement. By using this Web Site or accepting the Agreement, you agree that we may change the terms of this Agreement in our sole discretion without specific notice to you. If you don't agree to the changes proposed by us, or to any terms in this Agreement, your only remedy is to cancel your use of the services offered under this Agreement. This Agreement may be enforced by Horizon or by the Service Provider. Horizon and the Service Provider are collectively referred to in this Agreement as "we", "us" or "our". In this Agreement, "you" or "your" means any person or entity using the Service.

1. Description of Service

We operate this Web site and associated web pages, which, for purposes of these Terms of this Agreement, will be referred to as the "MyPaymentsPlus Web Site(s)". We offer you access to the MyPaymentsPlus Web Sites, which provides you access to a collection of resources, including, but not limited to, allow authorized users to process credit/debit card and electronic check payments to participating schools, school districts, and communities (the "Service"). The Service helps you make payments to participating schools, school districts, and communities ("Schools"). We offer you access to the MyPaymentsPlus Web Site in exchange for your payment of the fees, as applicable, and your agreement to accept and comply with the terms, conditions, policies and notices stated here and as may be modified by us from time-to-time in our sole discretion without notice to you. Unless explicitly stated otherwise, any new features or products that change, augment or enhance the current Service shall be subject to this Agreement. We do not have control of or liability for the products or services that are paid for with our Service and do not guarantee that a particular School or Community will complete a transaction. You understand that we are not a bank and that the Service is being provided on behalf of the School or Community as an electronic payment processing service rather than a banking service. Completion of your payment transaction is contingent upon both the authorization of payment by your credit/debit card company or financial institution/bank and acceptance of your payment by the participating School or Community. In the event your payment is not processed or authorized by your card company or financial institution or to the extent the applicable School or Community you are seeking to pay fails to accept your payment, your payment liability shall remain outstanding and unpaid and you will be subject to all applicable penalties, late fees and interest charges assessed by the applicable School or Community, all of which obligations remain your sole responsibility. The Service may be accessed by either telephone or the Internet. It is your responsibility to meet these requirements. Use of the Service by telephone requires that access to a Touch-Tone telephone. Use of the Service by the Internet (i) requires access to the Internet, (ii) requires appropriate Internet browser software, (ii) and may require other associated hardware and/or software. We recommend that you use a web browser that supports SSL (Secure Sockets Layer) 128-bit encryption. Your browser should be Microsoft Internet Explorer 7.0 or above, or Mozilla Firefox 3.0 or above.

2. License Grant

Horizon provides you with a non-exclusive, non-transferable, limited license to use Horizon's and/or its suppliers' software, which you agree to use in accordance with this Agreement. You may not sub-license, or charge others to use or access, our software without first obtaining written permission from Horizon. All software is owned by Horizon and/or its suppliers and is protected to the maximum extent permitted by copyright laws and international treaty provisions. Any reproduction, modification or redistribution of the

software is expressly prohibited, and may result in severe civil and criminal penalties. Horizon's software, its structure, sequence and organization and source code are considered trade secrets of Horizon and its suppliers and are protected by trade secret laws. You may not develop a competitive product that incorporates any features, functions or graphics of Horizon's and/or its suppliers software. WITHOUT LIMITED THE FOREGOING, COPYING OR REPRODUCING THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. YOU MAY NOT DECOMPILE OR DISASSEMBLE, REVERSE ENGINEER OR OTHERWISE ATTEMPT TO DISCOVER ANY SOURCE CODE CONTAINED IN ANY SOFTWARE PROVIDED HEREUNDER.

3. MyPaymentsPlus Web Site Restrictions

You promise that you will not use the MyPaymentsPlus Web Site or the Service in whole or in part, for any purpose that is unlawful or prohibited by this Agreement. You agree that you will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another web page, use on any other Web site, transfer, or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the MyPaymentsPlus Web Site. This means, among other activities, that you agree not to engage in the practices of screen scraping, database scraping, or any other activity with the purpose of obtaining lists of users or other information. You agree that you will not use the Service in any manner that could damage, disable, overburden, or impair the MyPaymentsPlus Web Site or interfere with any other party's use and enjoyment of the MyPaymentsPlus Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the MyPaymentsPlus Web Site. Except with our written permission, you agree that you will not access or attempt to access password protected, secure or non-public areas of the MyPaymentsPlus Web Site. Unauthorized individuals attempting to access prohibited areas of the MyPaymentsPlus Web Site may be subject to prosecution. In connection with the Service, you may not (i) Send or receive what we reasonably believe to be potentially fraudulent funds; (ii) Attempt to "double dip" during the course of a dispute by receiving or attempting to receive funds from both us, the participating School or Community and/or the participating credit/debit card company or financial institution/bank; or (iii) Use the Service in a manner that the participating credit/debit card companies or participating financial institution/bank reasonably believe to be an abuse of the credit/debit card system, violates the credit card association rules, or violates the applicable rules governing the participating financial institution, including the National Automated Clearinghouse (NACHA) rules.

4. Information

Use of the Service is granted to legally authorized parents, guardians, account holders, and their designees, all to the extent at least 18 years old and a resident of the United States ("Authorized Users"). You must give us the requested information that is current, true, accurate and complete. You are not permitted to use this Service on behalf of another party or use an unauthorized name. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from us for any purpose. We will treat with care the information you entrust to us, in accordance with the disclosures we provide and in our Privacy Statement. If we find or determine that any of the information you provide is outdated, false, inaccurate, or incomplete, we may terminate your use of the Service immediately and for all future use. This action on our part does not limit other remedies at law or in equity we may pursue to recover costs, losses, or other expenses we incur as a result of the information or lack of information you provide. We shall not be responsible/liable for payments made to any School, Community or other third parties or for payments made in incorrect amounts because of errors made by you. If you use the Service, you are responsible for maintaining the confidentiality of your personal information and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You should notify Service Provider immediately if you believe there has been unauthorized use of your account or password or any other breach of security in connection with the Service. We will not be liable for any actions or transfers by any other individual that uses your user name and/or password or identity with or without your consent or knowledge. Upon providing us with your information, you are authorizing us, directly or through third parties, to make any inquiries we consider necessary to confirm your information. This may include ordering a credit report and performing other forms of credit checks including verification against third party databases. We reserve the right to impose daily volume or dollar amount sending limits from time to time. Senders may not exceed this limit in any given 24 hour period. If you used the Service prior to January 1, 2008, you hereby authorize, ratify and approve of the transfer of your data (such as, but not limited to, credit card data

settings, low balance email reminder settings, auto-replenish settings, user names, passwords, email addresses and registration information) from Horizon's previous third party provider (EPOS Corporation) to Horizon, and you further hereby authorize, ratify and approve of Horizon's provision of such data to Horizon's current or future third-party providers and such providers' use of such data in order to provide you with the Service.

5. Payments to Schools and Communities

Depending on the methods approved by your participating School or Community, you may make payments by using either a credit/debit card or by electronic check using a valid U.S. bank account. All monies deposited into this Service are paid to the Service Provider, who agrees to attempt to deposit the monies into a School or Community owned back account on your behalf. The Service Provider shall retain possession of the funds until they are deposited into the School's or Community's designated account. If the School or Community fails to accept the payment, those monies will be returned to the Authorized User. Any disputes or allegations regarding the payment must be addressed to Horizon. The School or Community receives the proceeds of all payments less any program fees associated with the transaction, as described in this Agreement. Use of payments at the School or Community is governed exclusively by your agreement or arrangement with the School or Community, and we are not responsible for the School's or Community's handling of payments after depositing the payment into the School's or Community's designated account. Payments will be processed promptly and submitted to the School or Community. However, a number of factors, several of which are outside of our control, will contribute to when the funds are received by the School or Community. We make no representations or warranties regarding the amount of time needed to complete processing, such as delays in the banking system or the U.S. mail service; any durations listed on the website are for example purposes only. We reserve the right to hold funds beyond the normal periods for transactions that appear suspicious or fraudulent. Certain school districts and communities offer Authorized Users the ability to purchase sponsored items and pay for related fees. Payments for such transactions are accepted by our Service, but fulfilled by the School or Community. You agree to resolve any disputes regarding the items or fees with the School or Community.

6. Electronic Checks

The following terms apply to the extent you use the Service to process payments by electronic check. When you make a payment through the Service by electronic check, you are requesting an electronic fund transfer from your designated bank account. Upon receipt of such request, we will make electronic transfers via the Automated Clearing House ("ACH") system from your U.S. bank account in the amount specified. Your request constitutes your authorization for such electronic transfers to be made by us. You may be charged a service fee for any ACH transactions that result in a returned ACH item, such as but not limited to those caused by insufficient funds in your bank account, closure of your bank account, or if the bank account number or other information you provided is incorrect. We reserve the right to resubmit for collection any ACH debit authorized by you that is returned for insufficient or uncollected funds. You must provide a valid bank account to be electronically debited by us. Please be advised that we reserve the right to reject any accounts at certain banks for the use of our Service. In addition, we may require additional information and confirmation at our sole discretion or at the discretion of your School or Community. In general, consumer and business checking and savings accounts are permitted for designation and use of us; note that some cash management, sweep, and/or investment accounts will not permit use of the Service. It is very important that you contact us as well as contact your financial institution/bank at once if someone has transferred or may transfer money from your account without your permission. Under applicable banking regulations, the extent of your liability for an unauthorized transaction is largely determined by your promptness in notifying your bank if a transfer or withdrawal in your monthly statement is incorrect or unauthorized. Please be sure to review your terms and conditions as provided to you by your financial institution/bank related to your Electronic Fund Transfer Rights and Error Resolution.

7. Credit and Debit Card Transactions

The following terms apply to the extent you use the Service to process payments by credit/debit card. Your use

of the Service to process payments from your credit card or debit card are subject to and in accordance with your agreement with your corresponding credit card or debit card company, in addition to the terms of this Agreement.

8. Payment Request Restrictions

At our sole discretion, we reserve the right to restrict payment requests for any one of the following reasons (i) Unauthorized or unusual use of your designate bank account; (ii) Transfer or receipt of fraudulent or suspected fraudulent funds; (iii) Detection of excessive disputes or reversals, or "kiting" type attempts; (iv) Failure to cooperate in an investigation, disputes, or provide additional requested information when requested; (v) Any noncompliance with the terms and conditions of this Agreement; (vi) Failure to confirm any personal or bank account information previously provided by you associated with the use of our Service; or (vii) Insufficient funds, returns, or reversals of any kind related to your bank account. We will use reasonable efforts to research and resolve such matters as specified above to reach a conclusion as quickly as reasonably possible for all parties involved. In the event there is a dispute covering a specific transaction, we may restrict the electronic funds related to that particular transaction. We may also restrict all transactions for a designated period of time or as necessary in our sole discretion to protect ourselves against the risk or returns or reversals.

9. Fees and Charges

You may be required to pay a fee for the convenience of paying amounts using the Service ("Program Fee"). If you are required to pay a Program Fee, you will be notified of the exact amount of the Program Fee prior to making your payment. The Service Provider and/or the School or Community, or their designee, reserve the right to take certain actions in the event that an electronic check payment cannot be collected for any reason, including, but not limited to, "NSF" or invalid account information. These actions include, but are not limited to, charging a return check fee of the lesser of \$30 or the maximum amount allowed by law, deducting the uncollected amount from your designated bank account, directly deducting the return check fee from your designated bank account, deducting the return check fee from the student or resident accounts funded by the declined transaction, and/or taking any other actions allowed by law and/or school district or community policy. The returned check fee may be the maximum amount allowed by law or as defined by School or Community policy. We also reserve the right not to accept check payments for Authorized Users in the future and to notify the School or Community of the returned/uncollectible check payment. The Service Provider and/or the School or Community reserve the right to take certain actions in the event that a credit/debit card transaction is disputed and cannot be collected once approved. These actions include, but are not limited to, reversal of payment transaction, deducting the uncollectible amount directly from your designated bank account, deducting the uncollectible amount directly from the student or resident accounts funded by the transaction, and/or taking any other actions allowed by law and/or School or Community policy. We also reserve the right to not accept payment for Authorized User in the future and to notify the School or Community of the disputed credit/debit card transaction.

10. Refunds

If you are not satisfied with any goods or service purchased with a payment made through the Service, you agree to resolve the issue with the associated School or Community. The methods for refunds are determined solely by the School or Community, and you agree to not seek refunds from the Service Provider or Horizon after Service Provider has deposited the payment amount into the School's or Community's designated account. If you would like a refund of any payment amount that has not been used to purchase goods or services, you must contact the participating School or Community directly.

11. Third Party Content

The MyPaymentsPlus Web Site contains content and information from third party providers and/or links to their Web sites ("Third Party Content"). Such content is not under the control of Service Provider or Horizon and we

are not responsible for such content, including, without limitation, any link contained in such content, or any changes or updates to such content. We are providing such Third Party Content to you only as a convenience, and the inclusion of such content does not imply endorsement by Service Provider or Horizon of such content or the affiliate. You may be subject to additional and/or different terms, conditions, and privacy policies when you use third party services, content, software, or sites. We do reserve the right to remove content that, in our judgment, does not meet our standards, but we are not responsible for any failure or delay in removing such material. We are not and will not be responsible for (i) the terms and conditions of any transaction between you and any third party, (ii) any insufficiency of or problems with any such third party's background, insurance, credit or licensing, or (iii) the quality of services performed by any such third party or any other legal liability arising out of or related to the performance of such services. In the event that you have a dispute with any such third party, you release Horizon, Service Provider and their respective affiliates, suppliers, agents and employees from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

12. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: NO PARTY TO THIS AGREEMENT SHALL BE LIABLE TO ANY OTHER PARTY TO THIS AGREEMENT OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL HORIZON'S AND SERVICE PROVIDER'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT TO A MAXIMUM OF ONE HUNDRED DOLLARS (\$100.00) REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE. THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. HORIZON AND SERVICE PROVIDER DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, TO INDEPENDENT CONTRACTOR AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HORIZON AND SERVICE PROVIDER OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF HORIZON'S AND SERVICE PROVIDER'S OBLIGATIONS.

13. Indemnification

You agree to indemnify, defend, and hold harmless Service Provider, Horizon, their respective employees, members, directors, managers, officers or agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees, expert witness fees and cost of defense) they may suffer or incur as a result of (i) any failure by you or any employee, agent or you of you to comply with the terms of this Agreement; (ii) any warranty or representation made by you being false or misleading; (iii) any representation or warranty made by you or any employee or agent of you to any third person other than as specifically authorized by this Agreement, (iv) negligence of you or your subcontractors, agents or employees, or (v) any alleged or actual violations by you or your subcontractors, employees or agents of any governmental laws, regulations or rules.

14. Copyright and Trademark Notices

All materials on the MyPaymentsPlus Web Site (as well as the organization and layout of the MyPaymentsPlus Web Site) are owned and copyrighted or licensed by Horizon, Service Provider, their affiliates or their suppliers,

as applicable. All rights reserved. No reproduction, distribution, or transmission of the copyrighted materials at the MyPaymentsPlus Web Site is permitted without the written permission of Horizon or Service Provider, as applicable. Any rights not expressly granted herein are reserved. Without Horizon's or Service Provider's, as applicable, prior permission, you agree not to display or use in any manner, any of Horizon's or Service Provider's trademarks, whether registered or not.

15. Intellectual Property

"Intellectual Property" means all of the following owned by a party: (i) trademarks and service marks (registered and unregistered) and trade names, and goodwill associated therewith; (ii) patents, patentable inventions, computer programs, and software; (iii) databases; (iv) trade secrets and the right to limit the use or disclosure thereof; (v) copyrights in all works, including software programs; and (vi) domain names. The rights owned by a party in its Intellectual Property shall be defined, collectively, as "Intellectual Property Rights." Other than the express licenses granted by this Agreement, neither Service Provider nor Horizon, as applicable, grants any right or license to you by implication, estoppel or otherwise to any Intellectual Property Rights of Service Provider or Horizon, as applicable. Each party shall retain all ownership rights, title, and interest in and to its own products and services and all intellectual property rights therein, subject only to the rights and licenses specifically granted herein. Either Horizon or Service Provider, as applicable, shall have the sole right, but not the obligation, to pursue copyright and patent protection, in its sole discretion, for any Intellectual Property Rights incorporated therein. You will cooperate with Service Provider or Horizon, as applicable in pursuing such protection, including without limitation executing and delivering to Service Provider or Horizon, as applicable, such instruments as may be required to register or perfect Service Provider's or Horizon's, as applicable, interests in any Intellectual Property Rights and any assignments thereof. You shall not remove or destroy any proprietary, confidentiality, trademark, service mark, or copyright markings or notices placed upon or contained in any materials or documentation received from Service Provider or Horizon, as applicable, in connection with this Agreement.

16. Modification

We reserve the right at anytime and from time to time to modify, discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that neither Horizon nor Service Provider shall be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

17. Termination and Cancellation

Either you, Horizon or Service Provider may terminate or cancel the Service at any time. You understand and agree that the cancellation of your account is your sole right and remedy with respect to any dispute with Service Provider or Horizon. This includes, but is not limited to, any dispute related to, or arising out of: (1) any term of this Agreement or our enforcement or application of any such term; (2) any policy or practice of Horizon or Service Provider, including our Privacy Policy or our enforcement or application of these policies; (3) the content available through us or any change in content provided through us; or (4) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods. All other provisions of this Agreement which may reasonably be construed as surviving such termination will survive the termination of this Agreement, including, but not limited to paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18.

18. General Terms

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions. No provision of this Agreement shall be construed against any party merely because that party or counsel drafted or revised the provision in question. All parties have

been advised and have had an opportunity to consult with legal counsel of their choosing regarding the force and effect of the terms set forth herein. This Agreement shall be deemed to be jointly prepared by the parties and therefore any ambiguity or uncertainty shall be interpreted accordingly. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach. You may not assign this Agreement without the written consent of both Horizon and Service Provider. Horizon and/or Service Provider may assign this Agreement in its sole discretion without the written consent of you. The section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement, including all schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in federal or state court in Georgia. Each party hereby agrees that such courts shall have exclusive personal jurisdiction and venue with respect to such party, and each party hereby submits to the exclusive personal jurisdiction and venue of such courts. Each party hereby agrees that such courts shall have exclusive personal jurisdiction and venue with respect to such party, and each party hereby submits to the exclusive personal jurisdiction and venue of such courts. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including expert witness fees and fees on any appeal.

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About
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Terms of Use
Support

PERSOLVENT | NEW CUSTOMER SIGN-UP FORM

Software Platform: MyPaymentsPlus



Customer Type: New Customer Existing Customer Adding Modules

Modules (This Account): Meals Fees/Activities

SUB-MERCHANT INFORMATION

Corporate Name Stone County School District	Doing Business As (DBA) Name (if different from Corporate Name)	
Address Line 1 214 N. Critz Street	Address Line 2	
City Wiggins	State MS	Zip Code 39577
Phone Number (may display on customers' statements)	Federal Tax ID Number	
Primary Contact Name Jaelyn Parker	Primary Contact Email jparker@stoneschools.org	
Secondary Contact Name Evonne Alexander	Secondary Contact Email	

BANK ACCOUNT INFORMATION (DEFAULT ACCOUNT)

Routing Number (9 digits)	Account Number ealexander@stoneschools.org
---------------------------	------------------------------------------------------

This is the default bank account for all deposits. Bank proof must be provided in the form of a bank letter or voided check. For any additional funding accounts, Please include bank proof for each additional bank account.

PRCING/FEE INFORMATION

All rates for all modules must be listed in order of priority. There can only be one default rate across all modules.

Rate Rank	Rate	<input type="checkbox"/> District Pay	<input checked="" type="checkbox"/> Program Fee*
Default	4.75%	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2		<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>	<input type="checkbox"/>

*Program Fee: this indicates fees that will be paid by the account (card) holder at the point of sale.

ACKNOWLEDGEMENT

Customer represents and warrants that it has reviewed and agrees to the following documents:

- Persolvent | New Customer Sign-Up Form
- Persolvent | Customer Terms & Conditions (MyPaymentsPlus)
- MERCHANT PROCESSING AGREEMENT FOR Sub-merchants (8.2018)

By signing below, Customer acknowledges the information contained within is true, correct and complete and Customer agrees to be bound by the terms of this agreement and supporting agreements:

Authorized Signer for Sub-merchant (signature)

Date

Authorized Signer Name (print)

Authorized Signer Title



PERSOLVENT | CUSTOMER TERMS & CONDITIONS

Thank you for choosing Persolvent, in partnership with MyPaymentsPlus. We are excited to provide you with a comprehensive and integrated payment solution.

These Terms & Conditions incorporate, by reference, two (2) other agreements: Persolvent's New Customer Sign-Up Form (MyPaymentsPlus) and Vantiv, Inc.'s Merchant Services Agreement for Sub-Merchants (if applicable). Together, these agreements form a single, binding and enforceable contract between you and Persolvent (the "Agreement"). This Agreement replaces any prior statements or promises by either party; and control over any other document from either party regarding our relationship unless that document is also referred to in this Agreement or the New Customer Sign-Up Form.

1. PAYMENT PROCESSING TERMS.

- 1.1 Persolvent is a Payment Service Provider/Payment Facilitator. Persolvent is registered with Visa, MasterCard, Discover, & American Express and provides all payment processing services to Customer pursuant to this Agreement.
- 1.2 The accepted payment processing types under this Agreement are: Visa, MasterCard, Discover and American Express ("Card Associations"); and eCheck (ACH).
 - 1.2.1 Customer and end user payments by eCheck (ACH) are facilitated by Vericheck, Inc. Vericheck works with Customer/end user's bank (ODFI), to perform authorization and processing services. This takes place through Persolvent's payment processing systems; and all settlement and deposit functions to Customer are facilitated and managed directly by Persolvent. Customer authorizes Persolvent to act in this capacity.
- 1.3 Customer must process payments in accordance with the Card Associations' rules. Violation of Card Association rules will subject Customer to immediate termination of this Agreement. For complete Card Association rules, visit each Card Association's website (example: <http://www.visa.com>).
- 1.4 Customer is required to maintain compliance with Payment Card Industry - Data Security Standards ("PCI-DSS"). These standards are available at <https://www.pcisecuritystandards.org>. Customer agrees to cooperate with Persolvent to support Persolvent's PCI-DSS compliance requirements, including requests to sign documentation related to PCI-DSS compliance. Customers who process card-present (swipe) or key entered (by staff) transactions may be subject to additional PCI-DSS requirements.
- 1.5 Customer agrees to pay a \$25 penalty for each returned ACH fee or other failed attempt to credit or debit Customer's Banking Information, if Customer provides incorrect banking information or for incorrect setup in Customer's bank accounts.
- 1.6 Customer agrees to not use any 3rd party products, beyond Cbord's GET Platform, for payment processing in association with this Agreement without Persolvent's prior written consent. Customer also agrees to notify Persolvent of any changes to the products and/or services sold via this payment acceptance agreement.
- 1.7 Customer's improper storage or disclosure of any cardholder data, whether in paper or electronic form, is a violation of this Agreement and will subject Customer to immediate termination.
- 1.8 Persolvent provides payment and funding services directly to customer. All transactions will be funded to Customer's provided bank account unless otherwise agreed to in writing between Persolvent and Customer.

2020.01 PERSOLVENT | CUSTOMER TERMS & CONDITIONS (MYPAYMENTSPLUS)

- 1.9 During this agreement, Customer agree to maintain complete and up-to-date Customer and Banking Information on file. Failure to maintain current information may result in delayed funding and/or additional fees to Customer.
- 1.10 Payment Processing Fees will be automatically debited from the Banking Account for Fees on around the 7th of each month. The description of the debit will be BANKCARD SERVICES, Company ID 4331062344.
- 1.11 Card Association pricing may change at any time and therefore Transaction Fees are subject to change with 30 days' prior written notice to Customer.
- 1.12 Customer agrees to reacquire and/or to pay Persolvent the full amount owing on a transaction in the event of any of the following: (a) a return, chargeback, compliance case, or any other Card Association action; (b) extension of credit for merchandise or services that was in violation of law or the rules of any governmental agency (federal, state, local or otherwise); or (c) Persolvent has not received payment for any sales transaction.
- 1.13 Persolvent reserves the right to fund Customer's Bank Account up to seven days after the transaction date. Persolvent, at its sole discretion, may hold funding for longer due to risk and investigations.
- 1.14 Persolvent reserves the right to modify pricing with 30 days' notice to Customer if 3rd party taxes (ex. sales) or fees (ex. association), beyond Persolvent's control, are modified.
- 1.15 It is understood that as part of our responsibilities as a registered Payment Facilitator, we are required to verify the signer of every agreement.

2. VANTIV | MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS (IF APPLICABLE).

- 2.1 If it is indicated in the Customer Sign-Up Form that Customer is required to sign and abide by the Vantiv Merchant Services Agreement then this section 3 applies to Customer. The Vantiv Agreement, if executed by Customer, is incorporated into this Agreement by reference as though fully restated.
- 2.2 Customer's violation of the Vantiv Agreement will be a violation of this Agreement, and subjects Customer to termination of this Agreement and a possible claim for damages. In addition, Persolvent may enforce any of Customer's responsibilities as provided in the Vantiv Agreement, and Customer agrees to reimburse Persolvent for any monetary loss it suffers as a result, including attorneys' fees and costs.

4. GENERAL TERMS.

- 4.1 Customer will maintain appropriate safeguards to protect Customer Content, credit card information, and other non-public information. Customer and Persolvent will immediately inform the other party of any actual or suspected data breach or unauthorized disclosure of Customer Content or other non-public information, unless prohibited from doing so by law. Customer and Persolvent agree to cooperate with one another in the event of such a breach and will each take reasonable measures to limit the unauthorized disclosure of data. The party responding to the actual or possible breach will reimburse all parties to this Agreement their reasonable monetary loss, including reasonable attorneys' fees and costs incurred in connection with the actual or suspected breach.
- 4.2 The initial term of this Agreement is 12 months from the date listed on the New Customer Sign-Up Form. This Agreement will automatically renew for additional twelve (12) month periods until terminated by either party. Unless otherwise provided in this Agreement, either party may terminate this Agreement with 30-days' written notice to the other party.
- 4.3 The following events and actions will occur immediately after termination of this Agreement: (a) Customer will no longer have access to payment processing environments.
- 4.4 Customer and Persolvent are sharing their companies' respective confidential information under this Agreement and each agrees to maintain all information shared as confidential and will not share or disclose

it to third parties. This agreement to keep all information confidential will survive termination of this Agreement for five (5) years. If a party receives a legal request to produce this Agreement or disclose its terms, that party will notify the other party and give them an opportunity to object or intervene.

- 4.5 Any claim brought by Customer or Persolvent relating to this Agreement will be decided under the laws of the state of Minnesota. The parties agree to submit to the jurisdiction of, and venue in, Minnesota state or federal courts. The Uniform Computer Information Transactions Act does not apply to this Agreement.
- 4.6 No partnership, joint venture or agency relationship exists between Customer and Persolvent, or between Customer and Persolvent's partners.
- 4.7 Persolvent may assign this Agreement upon providing written notice to Customer. Customer may not assign this Agreement without the prior written consent of Persolvent.

NINA SHAW
Beat One

DIANE JOHNSON
Beat Two

JACOB SMITH
Beat Three

Stone County School District

Inita Owen, Superintendent
214 Critz Street • Wiggins, MS 39577

Telephone: 601-928-7247 • Fax: 601-928-5122

RODNEY BEECH
Beat Four

DORIS MATTHEWS
Beat Five

CONTRACT/AGREEMENT INFORMATION

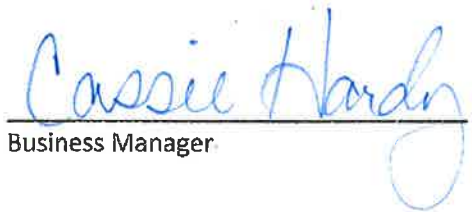
I would like to recommend the following agreement/contract between Gulf Coast
Mental Health (vendor name) and Stone County School District. This
agreement/contract is for a term of 20-21 SY (length of agreement/contract) The purpose of
this agreement/contract is An interagency agreement for the
provision of mental health services

I have read and reviewed the following agreement/contract and agree to all of the terms and conditions that are outlined.


Person submitting agreement/contract

8/17/2020
Date

Reviewed By:


Business Manager

8/19/2020
Date

Board Attorney

Date



MEMORANDUM OF UNDERSTANDING

GULF COAST MENTAL HEALTH CENTER AND STONE COUNTY SCHOOL DISTRICT

I. Purpose and Parties

This memorandum of understanding, hereinafter referred to as "MOU," entered into by Gulf Coast Mental Health Center hereinafter referred to as GCMHC, located at 200 Coastal Paper Avenue and Stone County School District herein after known as Stone County, located 214 N Critz Street, Wiggins MS 39577. The purpose of the MOU is to provide mental health services to children in the Stone County School District.

School District between August 1, 2020 to June 1, 2021.

II. Roles and Responsibilities

GCMHC will provide:

The services listed below at: Stone County Elementary, Perkinston Elementary, Stone Middle School, Stone High School, and Stone Alternative School.

- A. A master's level mental health clinician.
- B. Screening for appropriate referrals.
- C. Individual, family, and group therapy as indicated to identified students.
- D. Consultation with school officials regarding the identified students.
- E. Crisis intervention services with identified students as needed.
- F. Referral to other mental health services when appropriate (e.g. psychiatrist, psychological evaluation, MYPAC, case management, etc.) at no additional charge to the school.
- G. Administration and supervision of the mental health clinician who will provide the school-based therapy.
- H. Staff development and training.
- I. Financial responsibility for the mental health clinician, case manager, and psychiatric services provided by our agency.
- J. Day Treatment Programs where applicable.
- K. Monthly tentative schedules for therapists/community support specialists and day treatment programs to each school designee indicated in Section VI Communication.
- L. Notification to the designated staff of the students in each school who receive services during the school day with parental consent.

*It is understood that GCMHC when applicable, will bill third party payer sources that provide health coverage for the student.

Stone County will provide:

- A. Private and confidential space conducive to therapy.
- B. Locking file cabinet.

- C. Access to phone, fax, internet, and technical support if available.
- D. Referrals to services as described in Section V Referral Protocol.
- E. Access to child/youth participating in services in a manner not to interrupt the academic process.

Both parties acknowledge the following:

- A. GCMHC will not engage in any disciplinary actions of students.
- B. Both parties will work cooperatively to ensure school-based services are provided in accordance with standards, rules and regulations of the Mississippi Department of Mental Health and Division of Medicaid.
- C. Both parties agree that GCMHC clinician or case manager will not assume regular school staff duties such as proctoring tests, lunch or bus duty, or substitute for an absent teacher.

III. Confidentiality

- A. It is understood by both parties that each child’s mental health treatment and educational records will remain confidential between the agency and school staff. Both parties will abide by HIPAA and FERPA regulations regarding the confidentiality of services provided. Information about a student’s mental health treatment will remain confidential between the school and the Mental Health Provider staff. Parental consent is required to receive services at the school and for exchanging information between the school and agency.

IV. Mandatory Reporting Requirements

- A. Both parties understand the following mandatory reporting requirements regarding children in Mississippi:

Any person, including, but not limited to, attorney, physician, nurse, psychologist, social worker, intern, family worker, law enforcement worker, public or private school employee, or any other person who knows or has reason to suspect abuse or neglect of a child by a parent, legal custodian, caregiver, or other person(s) responsible for the child’s care is required by law to make a report to the Mississippi Department of Child Protection Services, 1-800-222-8000 (<https://www.mdcp.ms.gov/report-child-abuse-neglect/>). See Section 43-21-105 and Section 43-21-353 of the Mississippi Code.

V. Referral Protocol

- A. A school representative will contact the parents for consent before making a referral.
- B. All referrals will be made using the appropriate referral form provided by GCMHC.
- C. Referrals will be submitted to the following designees for each school:

Stone County Elementary School	Sandy Danzey Angel Spring Mona Chambers	601 528 5473 601 928 2357 601 310 9021
Perkinston Elementary School	Krista Sablich	601 928 3380

	Angel Spring	601 928 2357
	Mona Chambers	601 310 9021
Stone County Middle School	Lance Bolen	601 928 4978
	Angel Spring	601 928 2357
	Mona Chambers	601 310 9021
Stone County Alternative School	Kevin Conard	601 928 3572
	Angel Spring	601 928 2357
	Mona Chambers	601 310 9021
Stone County High School	Adam Stone	601 928 5492
	Angel Spring	601 928 2357
	Mona Chambers	601 928 2357
School Based Services Coordinator	Rebecca Law	601 928 2357

VI. Communication

- A. To ensure effective and accurate information is exchanged between parties, each school and provider will designate a primary person for contact listed below.
- B. Meetings to discuss communication issues, exchange of information, referral protocol, and feedback regarding job performance will be conducted at least twice annually.
 - 1. Stone County Elementary School Principal Sandy Danzey 601 928 5475 ex5001
 - 2. Perkinson Elementary School Principal Krista Sablich 601 928 3380
 - 3. Stone County Middle School Principal Lance Bolen 601 928 4878
 - 4. Stone County High School Principal Adam Stone 601 528 4988
 - 5. Stone County Alternative School Principal Kevin Conard 601 928 3572
- D. The school principal or designee will be notified if the clinician will be absent or if the schedule changes.
- E. Upon parental consent, the written initial assessment summaries and/or recommendations must be shared with school designee.

VII. Day Treatment Services (if applicable)

The school will provide:

** Stone County School District does not have Day Treatment Services.*

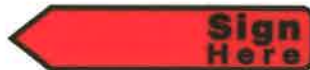
- Teacher assistant (minimum of high school diploma with one-year work experience with children).
- Salary for the teacher assistant.
- Administration for the teacher's assistant and students.
- Classroom supplies and access to a fax machine and copier.

- Auxiliary services (e.g. janitorial, utilities, etc.) met by the Department of Mental Health (DMH) minimal guidelines.
- Financial agent for supplies needed as reinforcement in behavior modification program (\$50/mo.).
- **Locking file cabinet.**

GCMHC will provide a minimum of 50 billable hours per week of service at \$32.00 per hour. We will accept Medicaid insurance reimbursement for these services for those eligible children. The school district agrees to pay \$32.00 per hour for any week in which the billable hours are less than the minimum of 50. This will only occur if at least 50 billable hours were provided, but not if all students are Medicaid eligible. The school district will not be billed for service hours not provided or service hours that are reimbursed by Medicaid. The school district will be billed on a quarterly basis by GCMHC. The Day Treatment Program will have a minimum of four and a maximum of 10 students for a minimum of two hours per day. All students referred to the program MUST meet the DMH criteria of severely emotionally disturbed and/or behaviorally disordered.

GCMHC will provide:

- A master's level mental health clinician.
- Case management
- Counseling (individual, group, and family).
- Medication services.
- Crisis management.
- Classroom behavioral consultation
- Staff development and training
- Financial responsibility for the mental health clinician, case manager, and psychiatric services provided by our agency.
- Administration for the clinician and case manager.



Inita Owen Superintendent

Date

Stacy Miller, GCMHC

Date

NINA SHAW
Beat One

DIANE JOHNSON
Beat Two

JACOB SMITH
Beat Three

Stone County School District

Inita Owen, Superintendent

214 Critz Street • Wiggins, MS 39577

Telephone: 601-928-7247 • Fax: 601-928-5122

RODNEY BEECH
Beat Four

DORIS MATTHEWS
Beat Five

CONTRACT/AGREEMENT INFORMATION

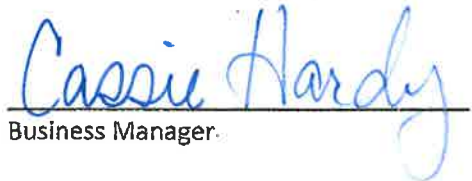
I would like to recommend the following agreement/contract between Memorial Hospital
at Stone County (vendor name) and Stone County School District. This
agreement/contract is for a term of 20-21 SY (length of agreement/contract) The purpose of
this agreement/contract is to provide Occupational and Physical
therapy to Special Education Students in the
Stone County School District

I have read and reviewed the following agreement/contract and agree to all of the terms and conditions that are outlined.


Person submitting agreement/contract

8/18/2020
Date

Reviewed By:


Business Manager

8/19/2020
Date

Board Attorney

Date



CFDA Number	Title of Federal Program	Federal Award Number
TAKEN FROM PROJECT APPLICATION	IDEA	TAKEN FROM PROJECT APPLICATION

**MISSISSIPPI DEPARTMENT OF EDUCATION
CONTRACT FOR SPECIFIED SERVICES**

This contract made by and between the Stone County School District, Wiggins Mississippi, an school district of the State of Mississippi, (hereinafter referred to as SCSD) SCSD and Memorial Hospital at Stone County of Wiggins, Mississippi, (hereinafter referred to as CONTRACTOR).

In consideration of the mutual benefits to be derived from this Contract, the parties hereto covenant and agree as follows:

1. STATEMENT OF WORK

SCSD hereby contracts with CONTRACTOR to perform the following Specified Services, to wit:

Physical and Occupational Therapy

2. PERFORMANCE OF CONTRACT BY CONTRACTOR AND CONTRACTOR'S EMPLOYEES

CONTRACTOR hereby agrees to perform the Specified Services herein described in Paragraph 1 above in a proper, workmanlike, and dignified manner; warrants that he/she is able to and will perform such Specified Services in a manner acceptable to SCSD; and agrees to make all additions, deletions and/or changes that may be required by SCSD, as a condition precedent to the acceptance of such Specified Services by SCSD. CONTRACTOR agrees that, at all times, the employees of CONTRACTOR furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

3. COMPENSATION

As full consideration for the Specified Services to be performed under this Contract, and for all rights, properties, and privileges vested in SCSD by the terms of this Contract, including the release of SCSD, its assigns, agents, licensees, affiliates, clients and principals, representatives, heirs and successors, from any liability for any releases granted by the terms of this Contract in perpetuity, SCSD agrees to pay CONTRACTOR using the following breakdown:

Personal Services: An Amount Not to Exceed \$85.00 Evaluation, and \$85.00 per treatment session. Services must be evaluated first prior to the establishment of a treatment plan or I.E.P. The length of the treatment session shall be based on the student's individual needs, but will range from 15 to 60 minutes. The fee for each session will remain the same regardless of the time spent. No additional service fees will accrue if the session exceeds the 60 minute time frame. Additional time requirements from therapists for student consultations outside of evaluations of treatment sessions, such as I.E.P. meeting with teaches and/or parents shall be deemed as treatment session time and will carry the same fee of \$85.00. Amount will be payable upon completion of Specified Services and submission of invoice no later than 45 working days after completion of Specified Services.

4. INDEPENDENT CONTRACTOR

Based upon the Internal Revenue Code, the CONTRACTOR has been classified as an independent contractor and assumes all responsibility for reporting any earnings to Federal and State authorities where required by law and paying such taxes as may be required thereon. The CONTRACTOR shall perform all services as an independent contractor and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the CONTRACTOR with respect to third parties shall be binding on the SCSD.

5. COPYRIGHTS

CONTRACTOR agrees that all new materials or processes developed, all inventions, new instructional concepts, techniques, scripts and/or work products created, devised, or produced under, or in the performance of, this Contract shall be and are the exclusive property of SCSD, in perpetuity.

6. RIGHTS TO MATERIALS

CONTRACTOR retains the right to materials used in the performance of the Contract, which was developed by CONTRACTOR with non-SCSD funds. The SCSD is granted non-exclusive license to copy the materials for use within the State of Mississippi.

7. **RELEASE FROM LIABILITY**

To the extent permitted by governing law, CONTRACTOR hereby expressly releases SCSD, its assigns, agents, licensees, affiliates, clients and principals, representatives, heirs and successors from any liability from any and all privacy, defamation of other claims, demands, injuries, damages and losses of whatsoever nature and character alleged to be caused by or arising out of, directly or indirectly, the matters, acts, circumstances and participation covered by this Contract.

8. **TERMINATION**

The SCSD, by written notice, may terminate this contract, in whole or in part, if funds supporting this contract are reduced or withdrawn. To the extent that this contract is for services, and if so terminated, the SCSD shall be liable only for payment in accordance with payment provisions of this contract for services rendered prior to the effective date of termination. The SCSD, in whole or in part, may terminate this contract for cause by written notification. Furthermore, the SCSD and the CONTRACTOR may terminate this contract, in whole or in part, upon mutual agreement. The SCSD or the CONTRACTOR may terminate this agreement for any reason after giving thirty (30) days' written notice specifying the effective date thereof to the other party. Contract will be terminated immediately if CONTRACTOR becomes an employee of SCSD and is only subject to payment of services prior to effective date of employment at SCSD.

9. **MODIFICATION OR RENEGOTIATION**

This agreement may be modified, altered, or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this agreement necessary.

10. **ACCESS TO RECORDS**

The CONTRACTOR agrees that the SCSD, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of CONTRACTOR related to CONTRACTOR'S charges and performance under this agreement. Such records shall be kept by CONTRACTOR for a period of three (3) years after final payment under this agreement, unless the SCSD authorizes their earlier disposition. CONTRACTOR agrees to refund to the SCSD any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

11. **COMPLIANCE WITH LAWS**

The CONTRACTOR understands that the SCSD is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the CONTRACTOR agrees during the term of the agreement that the CONTRACTOR will strictly adhere to this policy in its employment practices and provision of services. The CONTRACTOR shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

12. **APPLICABLE LAW**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The CONTRACTOR shall comply with applicable federal, state and local laws and regulations. In compliance with State law, the CONTRACTOR who is employed by a public entity must make arrangements with his/her employer to take the appropriate leave (annual, professional, compensation, etc.) during the period of service covered by the contract.

13. **ASSIGNMENT**

CONTRACTOR shall not assign or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the SCSD. Any attempted assignment without said consent shall be void and of no effect.

14. **AUTHORITY TO CONTRACT**

CONTRACTOR warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

15. **GRATUITIES**

The CONTRACTOR represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

The CONTRACTOR represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the CONTRACTOR's bid or proposal.

17. **E-VERIFICATION**

The CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The CONTRACTOR agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The CONTRACTOR further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the CONTRACTOR to the following:

- a. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to the CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such termination/cancellation, the CONTRACTOR shall also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

18. **E-PAYMENT**

The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-301, et seq., which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

19. **TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance Administration's independent agency contract website for public access.

Prior to posting the contract to the website, any information identified by the CONTRACTOR as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

20. **PAYMODE**

Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the CONTRACTOR's choice. The State may, at its sole discretion, require the CONTRACTOR to submit invoices and supporting documentation electronically at any time during the term of this Agreement. CONTRACTOR understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

21. **PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 E Capitol Street, Suite 800, Jackson, MS, 39201 for inspection.

22. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the SCSD to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the SCSD, the SCSD shall have the right upon ten (10) working days written notice to the CONTRACTOR, to terminate this agreement without damage, penalty, cost or expenses to the SCSD of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

23. **CONFIDENTIALITY**

The CONTRACTOR shall agree to assure the confidentiality of any records obtained from the SCSD as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the CONTRACTOR deemed confidential by SCSD pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the SCSD. Any liability resulting from the wrongful disclosure of confidential information on the part of the CONTRACTOR shall rest with the CONTRACTOR.

24. **INDEMNIFICATION**

To the fullest extent allowed by law, the CONTRACTOR shall indemnify, defend, save and hold harmless, protect and exonerate the members of the Mississippi Board of Education, the SCSD, and its commission members, officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the CONTRACTOR and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the CONTRACTOR may be allowed to control the defense of any such claim, suit, etc. In the event the CONTRACTOR defends said claim, suit, etc., the CONTRACTOR shall use legal counsel acceptable to the State; the CONTRACTOR shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The CONTRACTOR shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

25. **DEBARMENT AND SUSPENSION**

CONTRACTOR certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any federal department or agency; (b) have, within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them 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 a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted or otherwise criminally or civilly charged by a governmental entity with the 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 a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements of receiving stolen

property, and (d) have, within a three (3) year period preceding this agreement, had one or more public transaction (federal, state or local) terminated for cause or default. See Excluded Parties List System at www.epls.gov.

26. **EFFECTIVE DATE OF CONTRACT**

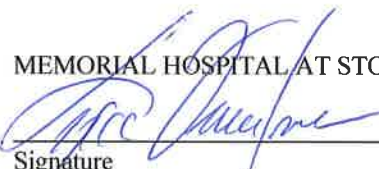
This agreement will become effective on the date it is signed by all parties and will end no later than May 31, 2021. CONTRACTOR shall undertake and complete performance of the Specified Services referred to in Paragraph 1 hereof, within the period of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, at Wiggins, in the county, Stone County, in the State of Mississippi, the day and year first above written.

MISSISSIPPI DEPARTMENT OF EDUCATION

MEMORIAL HOSPITAL AT STONE COUNTY

Signature Date
Name: Inita Owens
Title: Superintendent



Signature Date
Name: Lynn Truelove
Title: Administrator

Signature Date
Name: Amy Stampley
Title: Special Service Director



Memorandum

Date: 24 Aug. 2020

To: Inita Owen – Superintendent

CC: Stone County Board of Education

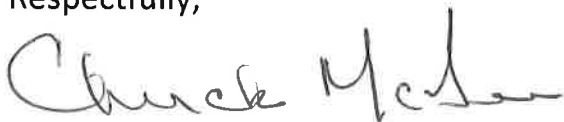
Subj: Revised Policy Submissions

- 1.) SCS Acceptable Use Policy (Section – I Policy Code – IJ-R)
- 2.) District Mobile Device Responsible Use Policy
(Section - I - Policy Code: IJBD)

MS. Owen,

The attached policies are being submitted for first review. These policies have been updated to accommodate our upcoming student 1:1 mobile device program and our virtual\distance learning programs. Please let me know if there is anything that may need to be added, removed or changed.

Respectfully,



Chuck McGee

Director of Technology

Stone County School District

✓

Descriptor Term:

TECHNOLOGY ACCEPTABLE USE POLICY
(Page 1 of 7)

Descriptor:

Section - I
Policy Code - IJ-R

Issued:

Aug-4-2020

Rescinds:

Issued:

INTERNET ACCESS

Stone County School District (SCSD) provides the privilege of Internet access to district faculty, staff, students, and occasional guests. Each user, as well as a minor's parent or guardian, voluntarily agrees to release, hold harmless, defend, and indemnify, the Stone County School District, its officers, board members, employees, and agents, for and against all claims, actions, charges, losses or damages which arise out of the user's use of the SCSD network, but not limited to negligence, personal injury, wrongful death, property loss or damage, delays, non-deliveries, mis-deliveries of data, or service interruptions. SCSD will fully cooperate with local, state or federal officials in any investigation related to illegal activities conducted through the user's Internet account.

Access will be restricted as required to comply with the Children's Internet Protection Act (CIPA). Web browsing may be monitored and records retained to ensure compliance.

Users are expected to respect the web filter and shall not attempt to circumvent the filter when browsing the Internet. The determination of whether material is appropriate or inappropriate is based solely on the content of the material and the intended use of the material, not on whether a website has been blocked or not. If a user believes a site is unnecessarily blocked, the user should submit a technology work order to review the site or a "Request for Access" notification directly from the blocked page itself.

Each user acknowledges that the information available from other websites may not be accurate. Use of any of the information obtained via the Internet is at the user's own risk. Stone County School District makes no warranty of any kind, either expressed or implied, regarding the quality, accuracy or validity of the data on the Internet.

SCSD NETWORK RULES

- The person to whom an SCSD network account is issued is responsible at all times for its proper use.
- Any inappropriate use may result in the cancellation of the privilege of use, and/or disciplinary action. Consequences for any user who fails to comply with SCSD and school guidelines may include paying for damages, denial of access to technology, ISD, suspension, expulsion or other remedies applicable under the school disciplinary policy, and state or federal law.
- Any district employee who uses the SCSD network or any district device attached to it inappropriately is subject to disciplinary action, including dismissal.
- Under no conditions should a SCSD network user give their password information to another user nor allow another user to utilize their account unless speaking directly to a technology department employee who is assisting them.

TECHNOLOGY ACCEPTABLE USE POLICY (Page 2 of 7)

- Schools may supplement any provisions of the district AUP (Acceptable Use Policy), and may require additional parent releases and approvals, but in no case will such documents replace the district AUP.
- Users will immediately report to school district authorities any attempt by other network users to engage in inappropriate conversations or personal contact. Any non-standard software that is needed to perform a specific job function will need to be brought to the attention of the Technology Department. Those applications shall be the sole responsibility of that office and if the application interferes with any required programs, applications, and utilities, it should not be used and if in use, it may be disabled.

ACCEPTABLE USES OF TECHNOLOGY (not all inclusive)

A responsible user of the technology will:

- Use school technologies only for school-related activities and assignments.
- Follow the same guidelines for respectful, responsible behavior online that they are expected to follow offline, on or off campus.
- Handle school resources carefully and alert staff if there is any problem with their operation.
- Encourage positive, constructive discussion if allowed to use communicative or collaborative technologies.
- Immediately alert a teacher, administrator, or other staff member if they see threatening, inappropriate, or harmful content (images, messages, posts) online.
- Use district technologies at appropriate times, in approved places, for educational pursuits.

This is not intended to be an exhaustive list. Users should use their own good judgment when using SCSD technology.

UNACCEPTABLE USES OF THE TECHNOLOGY (not all inclusive)

- Violating any state and/or federal law (i.e., copyright laws).
- Using profanity, obscenity, or other language that may be offensive to others.
- Conducting or orchestrating personal attacks on other people, organizations, religions, or ethnicities.
- Accessing, downloading, texting, emailing, storing, or printing files or messages that are sexually explicit, obscene, or that offend or tend to degrade others. The administration invokes its discretionary rights to determine such suitability.

TECHNOLOGY ACCEPTABLE USE POLICY (Page 3 of 7)

- Not respecting the privacy of a person by posting personal or sensitive contact information, such as work/home address, telephone, e-mail, photographs, or names, without obtaining prior permission from the person affected.
- Student information shall be posted only with written parent/guardian permission.
- Forwarding personal information or communication(s) without the author's prior consent.
- Using district provided Internet, on or off campus, for commercial purposes, financial gain, personal business, producing advertisement, business service endorsement, or religious or political lobbying is prohibited.
- Destroying or altering school or district files or personal files of another user.
- Unauthorized viewing or taking the files of another user.

FILTERING

DISCLAIMER: SCSD disclaims all liability for the content or accuracy of materials to which a student or employee may access while using the district's Internet service and for any harm or damages suffered as a result of the student or employee's Internet use. While the SCSD takes steps to protect users from inappropriate material, to intercept malicious actions directed toward its users etc, no filtering system is perfect. Those risks must be recognized and accepted by all users who sign the district's Acceptable Use Policy.

An Internet filter is in service for Stone County School District. This filter is a critical component of the SCSD network and is Children's Internet Protection Act (CIPA) compliant since it allows valuable educational online Internet access while restricting access to specific unwanted material in the categories listed below. In order to maintain CIPA compliance the district employs web filtering on all devices whether they are being used on or off campus and the same policies for its use apply regardless of location. Inappropriate use will be dealt with in accordance with the policies set for by the SCSD whether an offense occurs on or off campus. This is not, by any means, an all inclusive list and additional content may be at the discretion of the administration.

- Pornography
- Gambling
- Illegal Drugs
- Online Merchandising (unrelated to district activities)
- Hate Speech
- Extreme Violence
- Criminal Skills
- Alternative Journals
- Other Undesirable Material as determined by district administration

TECHNOLOGY ACCEPTABLE USE POLICY (Page 4 of 7)

The web filter is updated on a daily basis in order to restrict access to the above items. Filtering is **not** a 100% foolproof way of limiting access to appropriate sites. Inappropriate sites are added to the Internet daily. Students must be supervised at all times by a staff member while using the Internet. Inappropriate use is logged along with the date/time and the IP address of the workstation making the request on and off campus.

Attempts to bypass the district's Internet filters is in violation of this Acceptable Use Policy and will be subject to disciplinary action that may include denial of access to technology, ISD, suspension, expulsion, termination of employment or other actions as determined by the administration, school disciplinary policy and state or federal law.

WORKSTATION\MOBILE DEVICE MONITORING

Data transferred and/or transmitted over the SCSD network and Internet connection can be monitored and recorded at any time and originating users can be held liable if their use of these services violates any established policy, regulation, or law. Any data stored on district-owned equipment may be archived and preserved by the district for an indefinite period. Such data includes, but is not limited to E-mail, text documents, video files, digital photographs, music, and other digital or electronic files. If a particular workstation/mobile device continues to try to connect to an inappropriate site, that device will be remotely monitored and the individual using that device will be reported to the principal of the school and the individual's parent/guardian may be notified. Illegal use of a proxy and/or breach of security may result in disciplinary action(s).

TECHNOLOGIES COVERED

SCSD may provide the privilege of Internet access, desktop computers, mobile computers or devices, videoconferencing capabilities, online collaboration capabilities, email, and more.

The Acceptable Use Policy applies to both district-owned technology equipment utilizing the SCSD network, the SCSD Internet connection, and/or private networks/Internet connections accessed from district-owned devices at any time or location. The AUP also applies to privately-owned devices accessing the SCSD network, the SCSD Internet connection, and/or private networks/Internet connections while on school property or participating in school functions or events off campus. SCSD policies outlined in this document cover all available technologies now and in the future. Not just those specifically listed or currently available.

EMAIL

Employee and student district email is the property of SCSD. SCSD archives employee and student email. All email accounts are deleted (and removed from the archive) when the user leaves the district unless a valid request for retention is received ahead of time. Email may also be retained as required by a legal hold request. It is the responsibility of the employee and student to maintain this email account appropriately.

SCSD provides faculty, staff and students in grades K-12 with email accounts for the purpose of school-related communication. Grades K-7 are only allowed to communicate with others within the Stoneschools.org domain. Grades 8-12 have access to information outside the district for purposes of conducting/completing school related activities only. No personal communications or non-school related communications are allowed. Availability and use may be restricted based on school policies.

Users with district email accounts should use these accounts with care. Users should not send personal information, attempt to open files or follow links from unknown or untrusted origins. Student users should also use appropriate language and should only communicate with other people as allowed by district policy, their teacher or campus administrator.

USING EMAIL WHILE ACTING AS DISTRICT REPRESENTATIVE (Students, Teachers, Administrators, Directors, Managers, etc.)

Student use of personal email accounts to conduct school related business is prohibited. It is highly recommended that staff not use personal email accounts while in the performance of work related duties. Personal email accounts are a conduit for malware, viruses, phishing and ransomware attacks and are a **significant** danger to the safety and security of the district's sensitive resources.

Any OFFICIAL communication, e.g., Teacher to Parent, Teacher to Student, Staff to Staff, must be conducted via the district provided e-mail system. This includes, but is not limited to, staff who guide extracurricular activities such as Clubs, Choirs, Bands, Athletics, and the like. These, and all other work related communications, are archived during the school year for your protection.

SECURITY

Users are expected to take reasonable safeguards against the transmission of security threats over the SCSD network. This includes not opening or distributing infected files or programs and not opening files or programs of unknown or untrusted origin. Users should never share personal or sensitive information without proper authorization. If you are unsure about what this means ask your teacher (for students) or a supervisor (if you are a staff member) for clarification.

If users believe a desktop computer, laptop or other device they are using might be infected with a virus, they should alert the technology department immediately. Users should not attempt to remove the virus themselves or download any programs to help remove the virus. Downloading and installation of free virus/malware removal programs can in many cases do more harm than the virus itself.

ONLINE ETIQUETTE (Netiquette)

Users should always use the Internet, network resources and online sites in a courteous, respectful and professional manner.

Users should recognize that among the valuable content online there is also unverified, incorrect, or inappropriate content. Users should only use known or trusted sources when conducting research or browsing the Internet.

TECHNOLOGY ACCEPTABLE USE POLICY (Page 6 of 7)

Users should not post anything online that they would not want students, parents, teachers, future colleges or employers to see. Once something is online, it can never be completely retracted and can sometimes be shared and spread in ways the user never intended.

PLAGIARISM

Users should not plagiarize (or use as their own, without citing the original creator) content, including words or images, from the Internet. Users should not take credit for things they did not create themselves, or misrepresent themselves as an author or creator of something found online. Information obtained via the Internet should be properly cited, giving credit to the original author.

PERSONAL SAFETY

Students should never share personal information, including phone numbers, addresses, social security numbers, birthdays, or financial information, over the Internet without adult permission. Users should recognize that communicating over the Internet brings anonymity and associated risks and should carefully safeguard the personal information of themselves or others. Users should never agree to meet in person someone they meet online without parental permission.

If users see a message, comment, image, or anything else online that makes them concerned for their personal safety or the safety of someone else, they should immediately bring it to the attention of an adult (teacher or administrator if at school, a parent if using the device at home).

CYBER BULLYING

Cyber bullying, including but not limited to, harassing, flaming, denigrating, impersonating, outing, tricking, excluding, and cyber stalking will not be tolerated. Users should not send emails or post comments with the intent to harass, ridicule, humiliate, intimidate, or harm the targeted individual and create for the targeted individual a hostile school environment.

Engaging in these behaviors or in any online activities intended to harm (physically or emotionally) another person, will result in disciplinary action. In some cases, cyber bullying can be a crime. Users should remember that online activities might be monitored and recorded.

All students will be educated about appropriate online behavior, including interacting with other persons on social networking websites and in chat rooms, and cyber bullying awareness and response.

SOCIAL MEDIA

The SCSD has a policy addressing social media and it applies to all employees and students. By signing the Staff/Student/Parent/Guardian Technology Agreement, users are acknowledging they have read and agree to abide by the Social Media guidelines outlined in the district's Social Media Policy (page 32 of the Technology Handbook). Violations of the Social Media Policy are also considered violations of the Acceptable Use Policy.

LIMITATION OF LIABILITY

SCSD will not be responsible for damage or harm to persons, files, data, or hardware. While SCSD employs web filtering and other safety and security mechanisms and attempts to ensure their proper function, it makes no guarantees as to their effectiveness and users should have no expectation of privacy while using district resources. SCSD will not be responsible or liable for, financially or otherwise, unauthorized transactions conducted over the SCSD network or its Internet service. Violations of this policy may have disciplinary consequences, including:

- Suspension of network, technology, or computer privileges
- Notification of parents
- ISD or suspension from school and school-related activities
- For employees, disciplinary action up to and including termination of employment
- Legal action and/or prosecution if deemed necessary

Employees and students are be required to sign the district's Acceptable Use Policy either in the schools employee handbook, as a form provided by the technology department at the beginning of the year or as part of the district's Technology Handbook before Internet or network access shall be allowed. Users are also agreeing to the district's Acceptable Use Policy each time they click on the "OK" button on the AUP splash screen when logging into a district-owned device.

Stone County Schools

Employee Acceptable Use Policy Agreement

Name: (Print): _____

Position: _____

School / Department: _____

E-Mail Address: _____

I have read the district Acceptable Use Policy. I agree to follow the rules in this policy.

I understand that if I violate policy rules, I may be denied service, face disciplinary action and/or have computers and other technologies removed from my possession. I further agree to educate my students on the contents of this document and the consequences of failing to meet its requirements.

I hereby release the district, its personnel and any institution with which it is affiliated, from any and all claims and damages of any nature arising from my use of or inability to use, the district's network, Internet and or any other technologies provided, including but not limited to, claims that may arise from the unauthorized use of the system to purchase products or services.

Signature: _____ Date: _____

District Mobile Computing Device Responsible Use Policy (Page 1 of 4)	Descriptor: Section - I Policy Code: IJBD	Issued: Aug-4-2020
	Rescinds:	Issued:

TERMS

All users of district provided laptops, chromebooks, tablets, or other mobile computing devices must comply at all times with Stone County School District (SCSD) Technology Handbook policies. Any failure to comply may result in termination of user rights of possession effective immediately and the district may repossess the device. Any lost, stolen and damaged devices must be reported to school authorities immediately.

TITLE

The district retains legal title to the property at all times. The user's right of possession and use is limited to and conditioned upon full and complete compliance with this agreement, the SCSD Technology Handbook policies, and all applicable district policies and procedures.

LOSS, THEFT OR FULL DAMAGE

If a device is **stolen**, the employee, student or parent/guardian (in the case of a K-5 student) should immediately notify the school administration or a member of the technology department. At that time, the individual the device is assigned to (or the parent\guardian of a K-5 student) will be required to file a police report. Once a police report has been filed, the district, in conjunction with the local law enforcement agency may deploy locating software to aid authorities in recovering the device. It is imperative that a lost or stolen device be reported immediately. If the stolen device is not reported within three (3) calendar days to a district school administrator or a member of the technology department, the employee, student or parent/guardian may be held responsible for full replacement cost of the device.

If a device is **lost or damaged** as a result of irresponsible or negligent behavior, the employee, student or the parent/guardian may be responsible for the full replacement cost of the device. The user or the parent/guardian may also be responsible for full replacement cost of the device if not reported to district personnel within three (3) calendar days of the device going missing or becoming damaged.

Employees or students who leave the district must return all devices and associated accessories, in complete working condition, to the school media specialist (librarian) or the campus technology department representative.

REPOSSESSION

If the user does not fully comply with all terms of this Agreement and the SCSD Technology Handbook, including the timely return of the property, SCSD shall be entitled to declare the user in default and come to the user's place of residence, or other location of the property, to take possession of the property.

TERMS OF AGREEMENT

The user's right to use and possess the device assigned to them terminates not later than the last day of employment/enrollment unless terminated earlier by SCSD or upon withdrawal from SCSD.

UNLAWFUL APPROPRIATION

Failure to return the property in a timely manner and the continued use of it for non-school purposes without the district's consent may be considered unlawful appropriation of the district's property.

FEES ASSOCIATED WITH DEVICE USE

Use and Maintenance Fees

- SCSD will institute an annual usage or technology fee for all 1:1 devices beginning the 2020-21 school year. The district will use this fee to cover the expense of repairs due to normal wear and tear as well as the annual refresh of outdated devices. The tech maintenance fee for school year 2020-21 will be \$20 per student and payment must be received by the campus bookkeeper before a 1:1 mobile device can be issued to a student. The annual tech fee will increase to \$30/per device starting school year 2021-22.
- The cost of repairs or device replacements incurred due to irresponsible or negligent behavior may become the responsibility of the assigned user or the students parent/guardian. Furthermore, if this type of behavior becomes what the superintendent determines to be excessive the students assigned mobile device may be confiscated or take home privileges for the device(s) may be revoked at which time the student will be forced to provide his/her own device for completing school work off campus. **Take care of and protect your device!**
- A police/sheriffs report will be required for all stolen devices and devices damaged due to negligence.
- The district may disable the device remotely to protect the device and/or any data on the device.
- Students with outstanding repair or maintenance fees at the beginning of the school year may have their device confiscated until those fees are paid in full.
- Seniors must clear all records and pay all outstanding mobile device fees before they will be allowed to participate in commencement exercises.

Damaged Devices

Any damage must be reported to school authorities immediately. Power adapters and sleeves must be returned with the assigned mobile device or paid for in full if broken or missing. If a device is in need of repair, staff/students may be assigned a loaner until the original device is returned to service. If a device is in need of repair or replacement due to what is determined to be excessive irresponsible or negligent behavior on the part of the assigned user the district has the right to refuse to issue them a loaner device. If the user is a student he/she will be required to complete assignments by other means. Any repair/replacement fees assessed during the regular school year must be paid within **30** calendar days from the day the fee was assessed.

District Mobile Computing Device Responsible Use Policy (Page 3 of 4)

Table of Estimated Repair Pricing (For employee/parent/guardian reference only)

Costs For Loss, Deliberate Damage or Neglect	Laptop Estimated	Chromebook / Tablet Estimated
	Repair / Replacement	Repair / Replacement
Broken Screen	\$125.00	\$75.00
Broken Keyboard	\$50.00	\$35.00
Power Adapter / Cord	\$65.00	\$60.00
Power Adapter	\$55.00	\$50.00
Power Cord	\$10.00	\$10.00
Liquid Damage to Device	\$150.00 (or fair market value)	\$85.00 (or fair market value)
District Assigned Case	\$35.00	\$35.00
Trackpad Damage	\$75.00	\$55.00
Severe Damaged Corner	\$85.00	\$75.00
Writing, Drawing, Stickers, and Labels attached	\$50.00	\$50.00

HANDLING AND CARE

- Keep the device in the district-issued or otherwise approved sleeve and case at all times.
- Keep the device free of any writing, drawing, stickers, or labels that are not applied by SCSD.
- The district may put an SCSD asset tag on the device. Do not remove or alter this tag or disciplinary action may result.
- Always use the device on a flat, stable surface.
- Do not place books or other heavy objects on top of the device.
- Do not have food or drinks near the device. Do not use or place the device near a shower or pool area.
- Wipe surfaces with a clean, dry soft cloth. Never use cleaning solvents on your keyboard or screen.
- Avoid touching the screen with pens, pencils or any other object.
- Do not leave the device exposed to direct sunlight or near any other source of heat or moisture for extended periods of time.
- Do not attempt to use off-brand A/C adapters to power your device. This could damage the device.

POWER MANAGEMENT

- It is the user's responsibility to recharge the device's battery so it is **fully charged** by the start of the next school day.
- Devices with an uncharged battery are not the district's responsibility. A loaner device may be assigned if available. Otherwise, students must use complete all required assignments by other means.
- All class work missed because of uncharged batteries must be made up on a student's own time.

TRANSPORT

- Never transport or store your device with ANYTHING plugged into it.
- Never lift their device by the screen or carry or move their device while the screen is open.
- Always transport the device in its protective case or sleeve. (Student devices only)
- Do not leave the device in a vehicle for extended periods of time or overnight.
- Do not leave the device in visible sight if left in a vehicle.

MONITORING AND SUPERVISION

- NEVER lend the device to a classmate, friend, coworker or family member. If any person damages the device it will be the user's (parent/guardian in the case of a student) responsibility and the staff member/parent/guardian/student may be held financially responsible for the repair or replacement cost of the device.
- Any attempt to jailbreak or remove the SCSD profile on a device could result in disciplinary action, including suspension or loss of take home privileges for students and loss of the device for staff.
- The assigned user is responsible for the safety and security of the device **and** any user activity on the device whether incurred on or off campus.
- Students may only log in using their district assigned Stoneschools.org account on their device.

District Mobile Computing Device Responsible Use Policy (Page 4 of 4)

MONITORING AND SUPERVISION (Cont.)

- Under no circumstances should devices be left in an unsupervised area. Unsupervised areas include, but are not limited to, the school grounds, cafeteria, computer labs, gymnasium, the library, unlocked classrooms, dressing rooms, restrooms, hallways or an unlocked vehicle.
- Any device left unsupervised is in danger of being stolen.
- If an unsupervised device is found, deliver it to a staff member immediately.
- Unsupervised devices will be collected by staff and taken to the library for safekeeping.
- Disciplinary action and/or loss of take home privileges may result for leaving your device in an unsupervised location.

SWAPPING OR SHARING OF DEVICES

Since every individual is issued a device, everyone should maintain their own, properly charged device at all times. There should NOT be a need to swap or share devices. Swapping or sharing of district-owned mobile devices is strictly prohibited.

USER DATA

All users are responsible for keeping backups of important data. All data should be stored in the users Google Drive account or on a personal USB storage device. Not on the device itself unless the technology department has enabled take home devices (chromebooks only) to store data locally for working in "off-line" mode. If a device has to be repaired there may be a need to reset it to its factory settings. The **technology department will not be responsible for any user data that might be lost as a part of this process.** Your data is your responsibility at all times. Students, any user data on the device may also be removed via the Google Admin Console before the device is used for state sponsored testing events and when the device is returned prior to commencement exercises.

HELP AND SUPPORT

Teachers or campus media specialists (librarians), will be the only individuals allowed to submit SCSD technology work orders for students. Students will contact their teachers as a first level of support. If the student needs additional assistance they will visit the campus media specialist at their school at which time an authorized individual will contact the technology department for additional assistance as needed or submit a Help Desk ticket on behalf of the student.

USE OF DISTRICT OWNED MOBILE COMPUTING DEVICES

Students will not be allowed to use their personal device in place of a district provided device. The goal of the 1:1 initiative is to provide every student with the same device. If a parent refuses a device for home use, the student will be required to check out a device at school for use in class each day. The district is not able to provide support or install software on personal devices therefore the use of personal devices is not a viable alternative to a district provided device.

ALTERNATIVE SCHOOL

In the case of a student transferring to Stone Education Center, the student device will remain with the student unless the device was confiscated due to improper care or use by that student. If it was confiscated due to improper or negligent care it will be retained by the technology department while the student is assigned to SEC.

Stone County Schools

Staff/Student/Parent/Guardian Mobile Technology

Agreement (2020-21) (Page 1 of 2)

As a borrower of an SCS Laptop/Chromebook/Tablet: I _____ (print name)

- Will follow the policies established in the SCS Technology Handbook.
- Will follow the guidelines listed below for proper care of my assigned mobile device.
- Will report any problems/issues I discover while using the device.
- Understand that resetting the device to factory settings may occur as a result of any repairs or modifications to the device and this reset may result in the loss of data.
- Understand that it may become necessary to turn in my assigned device for periodic updates throughout the school year and/or at the end of the school year.
- I understand that this device is to be used as an instructional tool. Not a personal media tool.

Guidelines for Proper Care of the Laptop/Chromebook/Tablet

- I will not loan the device to anyone.
- I will not remove labels, stickers, screen protectors or cases placed on the device by the district's technology department or business office.
- I will not write or draw on or place any labels or stickers on the device.
- I shall properly care for the device at all times, including but not limited to the following:
 - a. By keeping food and drink away from the device.
 - b. By Not exposing the device to extreme heat, cold or moisture.
 - c. By Not attempting to repair a damaged or malfunctioning device.
 - d. By Not upgrading the device operating system unless directed by district IT staff.
 - e. By using the appropriate A/C adapter to charge the device. Generic, off-brand A/C adapters are strictly prohibited.
- I shall provide proper security for the device at all times including, but not limited to, the following:
 - a. By NOT leaving the device unattended in an insecure or unsupervised area.
 - b. By NOT leaving the device in an unlocked vehicle on or off campus.
 - c. By NOT transporting the device unless the lid is closed and nothing is plugged into it.

Laptop/Chromebook/Tablet Management

1. I shall not sync the device to personal or school computers or other devices.
2. Only district purchased/approved software/apps will be installed on district-owned devices. If an app or extension is needed I will have my teacher (students) or the campus media specialist request the technology department install the app or extension.

Mobile Device Technical Support

Technical support will be provided by the district technician assigned to your school. Students should report technical issues to their teacher, their campus media specialist (librarian) or the school support technician who will complete a support request for them. Support services provided include;

- Hardware\maintenance repairs
- Password resets and other user account support
- Coordination and completion of warranty repairs
- Distribution of loaner devices
- App\Extension installation or removal
- The SCS Technology Department is the **only** one authorized to perform repairs on district owned mobile devices except for onsite services which may be provided by the hardware provider.

Stone County Schools

Staff/Student/Parent/Guardian Mobile Technology Agreement 2020 – 2021 (Page 2 of 2)

Student Last Name: _____ First Name: _____

Staff\Parent Last Name: _____ First Name: _____

Staff\Student Home Address: (Optional for staff)

Staff\Parent Email Address: _____ (Please print neatly)

Staff\Parent Phone Number: _____ (Optional for staff)

The Stone County Schools Acceptable Use Policy allows staff\students to use technology inside and/or outside of the classroom as well as off campus. Stone County Schools may provide Internet access, desktop computers, mobile devices, videoconferencing capabilities, online collaboration capabilities, message boards, email, and more, all of which are covered under the policies listed in the Technology Handbook. I have reviewed the SCS Technology Handbook and understand the rules and guidelines for the following:

1. District Technology Goals
2. Acceptable Use Policy
3. Mobile Device Responsible Use Policy
4. Proper Use and Care of District Mobile Technology
5. My financial responsibility should the device become damaged, lost or stolen due to improper or negligent care of the device.

Terms of Agreement

The staff member\student is responsible at **all** times for the care and appropriate use of their assigned technology. I understand if I violate the guidelines agreed to in the policies outlined in the SCS Technology Handbook, my privilege to use district technology may be restricted or revoked and I may be subject to disciplinary action.

I understand that I may be held responsible for reimbursement for loss, damage, repair or theft of my assigned mobile device, which may have occurred at school, at home, or while the mobile device was being transported.

The device remains the property of the Stone County School District. In the event that the device listed below cannot be repaired, SCS has the right to assign a replacement device. A replacement device notification will be sent home with the student but the initial agreement signed by my is still in effect. At the end of the school year or upon transfer or departure from the district, staff, parents and students agree to return the device to the district in the same condition it was issued to them less reasonable wear along with any accessories that might have been issued with the device.

Signatures

Student Signature: _____ Date: _____

Staff\Parent\Guardian Signature: _____ Grade Level: _____ School: _____ Asset #: _____

S\N: _____

Brand: _____

Model: _____

Stone County Schools

Student Mobile Device Acceptance Form (Students Only)

To participate in the SCSD 1:1 or distance learning program I understand the child listed below will require a computing device at home capable of completing school related assignments.

_____ I agree to the terms and conditions outlined in the Staff/Student/Parent/Guardian Mobile Technology Agreement and the Technology Department Handbook which allows SCSD to provide my child with a mobile computing device.

_____ I or my parent\guardian has paid the annual technology fee the coming school year.

I understand that the laptop/chromebook/tablet, peripheral equipment, and/or accessories that have been provided to me are the property of the Stone County School District.

I understand that I must report any damage, loss, or theft of the device immediately. In addition, I understand that, in accordance with the policies outlined in the SCSD Technology Handbook, either myself or my parent/guardian may be held responsible for reimbursement for the loss, damage, or repair of the device issued to me, which may have occurred at school, at home, or while the mobile device was being transported. My parent/guardian may also be held responsible for the replacement cost of a lost/or stolen device if not reported within 3 calendar days of the event. In the event that the device listed below cannot be repaired, SCS has the right to assign a replacement device at which time all parent\student rights and responsibilities will transfer to the new device. The originally signed Staff/Student/Parent/Guardian Responsible Use Agreement and Student Mobile Device Acceptance Form will be changed to reflect the correct S\N and Asset number and will remain in affect. If the original device was lost, stolen or damaged due to neglect the district reserves the right to refuse to issue a replacement device to the student. These situations will be handled on a case by case basis and may require review by the superintendent of education.

I will participate in a training session about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response.

I understand that a violation of the terms and conditions as set forth in the Staff/Student/Parent/Guardian Technology Agreement and the SCSD Technology Handbook may result in the loss of all mobile device privileges, and possible disciplinary action in accordance with district policy.

I also authorize my child to access the online services provided by Google Apps for Education, the district's learning management system (LMS) of choice. K-12 will have access to Google Docs, Google Drive, Google Email and Google Classroom.

Device(s) Issued

Laptop/Chromebook/Tablet
A\C Adapter and Cable
Protective Case

Received

Device Identification

Device Serial # _____
Fixed Asset # _____
Brand\Model: _____

Student Name:

(Print) _____

(Sign) _____

Date: _____

Student ID # _____

Parent/Guardian Name:

(Print) _____

(Sign) _____

Date: _____