

Agreement between The School Board of Sarasota County, Florida
By and through the Sarasota County Technical Institute
And the Literacy Council of Sarasota, Inc.

In an effort to improve the provision of adult education services offered in Sarasota County, The School Board of Sarasota County, Florida, by and through its Sarasota County Technical Institute (SCTI) enters into this contractual agreement with the Literacy Council of Sarasota, Inc. (Literacy Council) through which the Literacy Council will provide tutoring services for adult students at the SCTI Newtown campus. The following terms have been agreed upon effective August 18, 2014 and ending May 29, 2015.

Scope of Work: The Literacy Council will provide tutors in Adult Basic Education (ABE) and General Education Development (GED) skill areas including reading, writing, and math to assist adult students enrolled in the ABE and GED programs at the SCTI Newtown campus, located at 2706 North Osprey Avenue, Sarasota. Literacy Council tutors will provide a combined total of up to six hours per week of tutoring services at the SCTI Newtown site between August 18, 2014 and May 29, 2015. When providing services under this Agreement, tutors will sign in and out on a tutoring log form that will be maintained and verified by an SCTI Newtown staff member. Tutoring will be scheduled during regular class hours in accordance with the Sarasota County school district calendar and the SCTI Newtown class schedule. SCTI will provide space at the SCTI Newtown site, textbooks, and other instructional materials to support the tutoring services provided. Literacy Council tutors will work under the guidance and direction of SCTI Newtown instructional staff.

Deliverables: Literacy Council tutors will provide one-on-one or small group instruction in reading, writing, and math at the SCTI Newtown site for adults enrolled in ABE and GED classes.

Performance standards: Any tutors provided under this Agreement will be individuals who have successfully completed 12 hours of tutor training provided through the Literacy Council by a ProLiteracy certified trainer. Tutors will provide instruction in skill areas that are included in the State of Florida Department of Education ABE and GED curriculum frameworks. Tutors will follow guidance from SCTI Newtown instructional staff to ensure that the tutoring provided supports students' individualized instructional plans.

Payment: In consideration of tutoring services provided under this Agreement, SCTI will pay the Literacy Council at the rate of \$45 per hour of tutoring provided for a maximum of six total hours per week during the 38-week project period. Payment will be made following receipt of a monthly invoice from the Literacy Council that includes a report listing the dates and times of tutoring services that were provided during the billing period. Invoiced hours will be verified using the tutoring log form described above under *Scope of Work*. The maximum total amount to be billed in accordance with this Agreement is \$10,260. Fees, other than those specified, may not be charged to participants for the tutoring services provided through this Agreement.

Remedies for nonperformance: Payment will be made based upon the actual hours of tutoring services provided in accordance with the terms of this Agreement. For any tutoring hours not provided, payment will be reduced at the rate of \$45 per hour.

Background checks: Before any of the Literacy Council of Sarasota's employees or agents will be permitted on school grounds while students are present, such employees or agents will be fingerprinted and their backgrounds checked as provided by Florida law. Literacy Council of Sarasota's employees and agents will coordinate with the School Board to arrange a mutually convenient time for the School Board to conduct the fingerprinting. The School Board will cover the fingerprinting costs of up to two Literacy Council employees who will be providing services under this Agreement during the project period. The School Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the School Board pursuant to Florida law.

Termination: This Agreement shall commence on August 18, 2014 and end on May 29, 2015. Notwithstanding this term, either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party, with neither party owing the other any further performance under this Agreement.

Notice: Any notice given or required to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage prepaid, to the School Board at the Sarasota County Technical Institute, 4748 Beneva Road, Sarasota, Florida, 34233, and to the Literacy Council of Sarasota, Inc. at 1750 17th Street, Sarasota, Florida 34234, to the attention of the Executive Director, or at such other address as either party may direct in writing.

Publicity: Any promotion of a significant nature involving the sponsored program must be approved by, coordinated with, and shall include mention of Sarasota County Technical Institute.

Records: Literacy Council shall comply with Florida's Public Records Law including:

- a) keeping and maintaining public records that ordinarily and necessarily would be required by SCTI in order to perform the service;
- b) providing the public with access to public records on the same terms and conditions that SCTI would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) meeting all requirements for retaining public records and transfer, at no cost, to the SCTI all public records in possession of the Literacy Council upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SCTI in a format that is compatible with the information technology systems of the SCTI.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

The Literacy Council of Sarasota, Inc.

By: _____
Thomas D. Melville, Executive Director

Date: _____

The School Board of Sarasota County, Florida

By: _____
Jane Goodwin, Chair

Date: _____

Approved for Legal Content
April 22, 2014, by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH