

CONTRACT

THIS CONTRACT made and entered into this 5 day of November, 2013 by and between the SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, hereinafter referred to as the "District," and CARLTON PALMS EDUCATIONAL CENTER, INCORPORATED, hereinafter referred to as the "Contracted School."

WITNESSETH:

WHEREAS, the Contracted School is approved by the District as a school conducting programs of education, training and related services for exceptional students;

and

WHEREAS, the District agrees to support the educational services as outlined in the Individualized Education Program in residential placement.

1. "E.T." is a resident of Sarasota County, Florida, and eligible for enrollment in Sarasota County Schools.
2. "E.T." has been appropriately classified as an exceptional student by Sarasota County Schools in compliance with State of Florida Statutes and all pertinent state and local School Board rules, regulations, and criteria.
3. An Individualized Education Program, hereinafter referred to as "IEP", has been established for this student based on assessment results, which indicates specific educational needs and such plan and needs are determined by the IEP team.
4. The parents of the student and the Agency for Persons with Disabilities have placed the student in the Contracted School for residential care. The District is providing the educational component for the student via contractual agreement with the Contracted School; and

WHEREAS, the District believes that the Contracted School can meet the educational and training needs of the student as outlined in the IEP and the Contracted School has provided documentation demonstrating compliance with the requirements of 6A-6.0361, FAC;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Contracted School and the District agree as follows:

1. The Contracted School shall accept the enrollment of the student, who has been evaluated by the District as an exceptional student, in an appropriate educational program to fit the student's special needs.
2. The contract period will commence on October 22, 2013, and will terminate on June 30, 2014. This contract can be terminated for any reason by the District, the funding agencies, or the Contracted School at any time after giving thirty (30) days written notice. The contract will automatically terminate if the student is released from the Contracted School for any reason.
3. The District agrees to pay only the educational expenses of the student for the contract period, as set forth under paragraph 11. This sum shall be billed to the District at the end of each month for the educational program provided the exceptional student. The District will not pay for costs of the student's residence at the Contracted School.
4. The parties to this contract concur that the student is eligible for special education services as a student who is Intellectually Disabled. The IEP for this student to be implemented by the Contracted School is dated 04/09/2013. This IEP is incorporated herein by reference as if it was attached hereto. The program contemplated by this contract shall be instructional only. The program will comply with all provisions of the current District approved Special Programs and Procedures for Exceptional Students.
5. The Contracted School shall provide instructional personnel for the student who are certified in accordance with Rules 6-A-1.0503 and 6A-4.002, FAC. The Contracted School will assure that all instructional personnel hold a professional or temporary Florida certificate in Exceptional Education. Speech/language therapy will be provided by a licensed speech pathologist. The Contracted School shall provide copies of teacher certification and therapist licensure to the District. If changes in instructional personnel are made, the District will be notified and copies of certification and licensure provided within ten (10) days.
6. The Contracted School shall provide an educational program consisting of six hours per day of instruction, five days per week, excluding school holidays. The Contracted School shall provide a monthly attendance record to the District. This attendance record shall accompany the monthly voucher. In addition, a monthly report of the student's progress toward his IEP annual goals and short-term objectives shall be submitted to the District. A periodic evaluation of the student's progress, including grades, course credits, and progress toward Special Diploma Sunshine State Standards shall be submitted to the District by the Contracted School at the end of each school semester and the summer term.

7. Meetings to review or revise the student's IEP may be initiated by either the Contracted School or the School District. Prior to initiating any change in the IEP, the District shall provide permission for said change. The District and Contracted School shall ensure that the parents and District representative(s) are involved in any decision about the student's IEP.
8. The Contracted School hereby assures that it complies with the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1974, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act and related regulations. The Contracted School assures that it does not and will not discriminate against any student because of race, color, creed, sex, national origin, sexual orientation or disability. The Contracted School will, at all times, comply with local and state standards for health and safety of the student, whichever are more stringent.
9. The staff of the District will be permitted to review the program provided by the Contracted School and visit and confer with staff of the Contracted School and the parents upon reasonable request of any party to this agreement and at reasonable times.
10. This is a fixed-fee for term, non-cost based contract.
11. The District agrees to pay to the Contracted School 95% of the FTE generation utilizing the adjusted Florida DOE cost factors used to calculate the ESE guarantee fund.
12. The District shall pay a total of \$10,921.60 for the period of October 22, 2013 through June 30, 2014, payable in eight (8) monthly installments of \$1,365.20. Should the student be absent for more than 10 consecutive school days, the Contracted School will contact the District to negotiate an adjusted payment. The student's placement at the Contracted School is co-funded by the District and the Department of Children and Families. The District provides funding for a 30 hour/week educational program. Should the Agency for Persons with Disabilities cease funding, the Contracted School will notify the District prior to discharge. This discharge shall not be a default of this contract.
13. Under circumstances of co-funding under separate contracts with co-funding agencies, discharge of the student because of default by a co-funding Agency shall not be a default of this contract. However, Agency as described in this contract shall be reimbursed for all unearned tuition received by Contracted School. Prior to discharge because of co-funding Agency's default, Contracted School will give notice to District.

14. Rule 6A-6.0361 FAC is incorporated into this contract by reference and all parties agree to abide by all the terms and conditions as set forth in this rule.
15. The Contracted School does hereby agree to indemnify, save harmless and defend the District from any and all claims, suits, actions, damages or causes of action which may arise out of the performance or non-performance of this agreement, and any finding that it has failed to administer all or any portion of the student's Individualized Education Program. The Contracted School agrees to pay all claims and losses of any nature whatsoever, including attorney fees, in connection herewith and shall defend all suits in the name of the District, its employees and agents, when applicable, and shall pay all costs and judgments, which may issue thereon. This provision is not intended to waive any sovereign immunity to which the District is entitled pursuant to law. This provision shall survive termination of this contract and shall be binding on the parties, successors, representatives, and assigns and cannot be waived or varied.
16. The Contracted School shall provide the District with proof of general liability insurance in the amount of \$1,000,000 and name the District as additionally insured only on the general liability insurance. A copy of this policy will be filed with the District's Risk Manager.
17. The Contracted School shall maintain the confidentiality of student records pursuant to Federal and State Law.
18. All records and reports as defined by Section 1002.22 Florida Statutes, generated by or in the possession of the Contracted School shall remain confidential. The release, copying or review of such records and reports shall be controlled by and accomplished in accordance with the provisions of Section 1002.22 Florida Statutes, and any limitations established by the School Board. The Contracted School shall keep and maintain public records that ordinarily and necessarily would be required by the school district in order to perform the service and shall provide access to public records on the same terms and conditions that the school district would provide records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. The Contracted School shall meet all requirements for retaining public records and transfer, at no cost, to the school district all public records in possession of the vendor upon termination of the contract and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure.
19. "Background Investigations". The Contracting School represents and warrants to the School District that the Contracting School has read and is familiar with Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 regarding background investigations. Contracting

School covenants to comply with all requirements of the above cited statutes and shall provide School District with proof of compliance upon request.

20. Contracting School agrees to indemnify and hold harmless the SCHOOL DISTRICT, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the CONTRACTOR'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467 and 1012.468. This provision is not intended to waive any sovereign immunity to which the District is entitled pursuant to law. This provision shall survive termination of this contract and shall be binding on the parties, successors, representatives, and assigns and cannot be waived or varied.
21. The parties agree that the provisions of this contract, as set out herein above, constitute the entire agreement of the parties and may be amended in writing in the same manner as the execution of this contract.
22. The SCHOOL DISTRICT provides a free, appropriate, public education as required by Federal and State law for students residing within the Sarasota County School District. Nothing in this contract shall be construed as indicating that a free, appropriate public education cannot be provided for E.T. within the Sarasota County School District as set forth in the IEP.
23. The contracted School shall provide to the District the Staff Appointment Verification form (Appendix A) with all required attachments, documenting the appointment status of each instructional staff member providing services under this Contract.
24. The Contracted School shall provide to the District the Contract Compliance Checklist (Appendix B) with all accompanying documentation, returned to the Pupil Support Services Department, prior to any reimbursement being issued pursuant to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

WITNESSES:

CARLTON PALMS EDUCATIONAL
CENTER, INCORPORATED

BY: _____

DATE: _____

ATTEST:

SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

BY: _____

BY: _____

DATE: _____

Approved for Legal Content
October 22, 2013, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

(APPENDIX B)



THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

PUPIL SUPPORT SERVICES

1960 Landings Boulevard Sarasota, Florida 34231

Phone (941) 927-9000 FAX (941) 927-4052

Sonia Figaredo-Alberts, Executive Director
Pupil Support Services

Kathy Devlin, Supervisor
Exceptional Student Education

Robyn Marinelli, Supervisor
Student Services

Sherri Reynolds, Supervisor
Health/Prevention Services

Contract Compliance Checklist

Contracting School Or Agency **Carlton Palms Educational Center, Incorporated**

The following documentation must be attached to the Contract Compliance Checklist and returned with the fiscal contract authorizing reimbursement. No reimbursement can be made under this Contract until all items specified on the Contract Compliance Checklist are received by the Department of Pupil Support Services at the address above.

1. _____ Certification that each staff member working with students has been fingerprinted pursuant to the Contract.
2. _____ A copy of the school or agency certificate of insurance in the amounts specified in the Contract, naming the School Board of Sarasota County as co-insured.
3. _____ A copy of the Staff Appointment Verification Form confirming the appointment of each teacher as certified, or non-certificated, with appropriate documentation for each.
4. _____ A copy of the current Individual Educational Plan (IEP) for each student served under this Contract.
5. _____ A copy of the daily or weekly class schedule documenting a minimum of 1500 minutes of instructional time weekly (1200 minutes minimum for Pre-K students).

Submitted by:

_____	_____	_____
Signature of Agency Representative	Title	Date

For School Board Use

Contract Compliance Checklist Complete ___ Yes No ___
If no, date and method of notification to school or agency regarding needed information.

_____	_____
Signature of Executive Director of Pupil Support Services or Designee	Date