

**AGREEMENT**  
**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**  
**AND**  
**ASSOCIATED MARINE INSTITUTE, INC.**  
**AMI Kids Sarasota County**

This Agreement is made and entered into this 19th day of July, 2011, between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "School Board") and Associated Marine Institute, Inc., a Florida not-for-profit corporation ("AMI").

**WHEREAS**, AMI operates a program known as AMI Kids Sarasota County.

**WHEREAS**, AMI Kids Sarasota County is approved by the School Board as an alternative [program] for Department of Juvenile Justice students, training and related services in accordance with State Department of Education Rules and Sections 1001.42(4)(j), 1003.52 and 1003.53, Florida Statutes; and

**WHEREAS**, the School Board wishes to provide an appropriate program of education and training for Department of Juvenile Justice students assigned to AMI Kids Sarasota County; and

**WHEREAS**, the School Board believes that, in accordance with State Board Rules, AMI can meet the educational and training needs of the Department of Juvenile Justice students at AMI Kids Sarasota County by providing a school program which emphasizes basic skills instruction, the acquisition of course credits toward graduation, vocational training and appropriate attitudinal skills.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and other valuable consideration, the parties to this Agreement hereby agree as follows:

1. This Agreement supersedes all prior Agreements, specifically including the Agreement dated June 15, 2010, entered into between the School Board and AMI, and all such agreements are hereby terminated.
2. This Agreement shall begin July 1, 2011, and end on December 30, 2011.
3. During the term of this Agreement, the School Board grants AMI the right to use the property located at 1130 Indian Hills Blvd, Venice, FL 34293 for the sole purpose of allowing AMI to operate a program for students assigned by the Department of Juvenile Justice at AMI Kids Sarasota County at that location.
4. The School Board agrees to pay AMI for services as follows:

4.1 The School Board agrees to pay AMI for the Sarasota resident, Department of Juvenile Justice students enrolled at AMI Kids Sarasota as if those students were enrolled in a basic program or a special program in a school in the School District, adjusted for the requirement of a 250-day program for the students placed by the Department of Juvenile Justice. The basis of the funding shall be the sum of the School Board's operating funds from the Florida Education Finance Program (FEFP) as provided in Section 1011.62, Florida Statutes, and the

General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the School District's current operating discretionary levy, divided by the total funded weighted full-time equivalent students (WFTE) in the School Board's district; multiplied by the weighted full-time equivalent students at AMI Kids Sarasota.

- 4.2. If AMI Kids Sarasota students or programs meet the eligibility criteria in law, AMI shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature. Federal and State categorical appropriations will be expended through the appropriate School Board accounts to insure compliance with applicable grant restrictions.
- 4.3. Total funding for students enrolled in AMI Kids Sarasota shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the actual WFTE students reported by AMI during the full-time equivalent survey periods designated by the Commissioner of Education.  
Additionally, funding to AMI shall be adjusted during the year as follows:
  - 4.3.1. Based on supplemental academic instruction (categorical) funding, an adjustment will be determined yearly for the AMI Kids Sarasota program. This adjustment will take into account the number of Department of Juvenile Justice students served and provide additional weight for each student served. This additional weighted FTE will not exceed the weight that is provided by the state for dropout prevention students and will be set yearly by the school district's budget office with input from the AMI Kids Sarasota staff. The weighted FTE will be based on reviewing current weighted FTE and any adjustments made by the state for the Base Student Allocation.
  - 4.3.2. In the event of a state holdback or a proration, which reduces School Board funding, AMI Kids Sarasota funding will be reduced proportionately.
  - 4.3.3. In the event that the School Board exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the School Board, then AMI Kids Sarasota funding shall be reduced to reflect its proportionate share of any unfunded WFTE.
- 4.4. The School Board shall make every effort to ensure that AMI receives timely and efficient reimbursement on or about the 15th of each month.
- 4.5. The School Board shall retain an administrative fee of 5% of the funds generated through the FEFP described above in paragraphs 4.1, 4.2 and 4.3, and an additional \$1,000.00 for the services of a registrar to enter student information on the Automated Student Information Data System.
- 4.6. In any programs or services provided by the School Board which are funded by federal funds and for which federal dollars follow the eligible student, the School Board agrees, upon adequate documentation from AMI, to provide AMI with an appropriate share of the federal funds received by the School Board if the same level of service is provided by AMI, provided that federal law or regulation does not prohibit this transfer of funds.

5. AMI shall be responsible for administration of and all decisions related to AMI Kids Sarasota. Such administration shall be in cooperation with the School Board's designated administrator and shall be conducted in accordance with agreed upon guidelines, policies and rules.
6. AMI agrees that:
  - 6.1 AMI Kids Sarasota will interview each Department of Juvenile Justice student and his/her parent(s)/guardian(s) to review the student's background and records to ensure a successful experience.
  - 6.2 Unless exceptional circumstances warrant, Department of Juvenile Justice students enrolled at AMI Kids Sarasota prior to or during an academic semester shall remain at AMI Kids Sarasota until the completion of the academic semester. Notwithstanding the foregoing, students may be readmitted to a regular school program of the School District at any time with the agreement of the School Board. The parties agree to confer when appropriate in order to allow Department of Juvenile Justice students enrolled at AMI Kids Sarasota to re-enter the School District's regular school program when it appears to be in the student's best interest to do so. Students eligible to return to a School District regular school program shall be evaluated by School Board personnel prior to re-entering the School District's regular school program.
  - 6.3 AMI shall develop a School Improvement Plan in compliance with F.S. 1001.42(18) and 1003.53(2)(b) in the format prescribed by the School Board. AMI shall be responsible for meeting student performance goals as defined in the School Improvement Plan for improving student achievement.
  - 6.4 All instructional personnel should have professional or temporary state teaching certifications or statements of eligibility. In the event that non-certified personnel are placed in an instructional position, the personnel must possess documented knowledge and/or skill in the field(s) they are instructing. AMI must follow the School Board's policy for the approval and use of non-certified instructional personnel.
  - 6.5 AMI shall document that parents have been notified in writing when a teacher is teaching subject matter which is outside the field in which the teacher is certified.
  - 6.6 AMI shall provide an instructional day that, at a minimum, is consistent with Florida Statutes. The AMI Kids Sarasota school year shall include a minimum of 250 days of classroom instruction for students assigned to it by the Department of Juvenile Justice, ten of which may be used for program planning and/or staff training.
  - 6.7 Some students referred for enrollment in the program may be identified as disabled under the provisions of the Individuals with Disabilities Education Act ("IDEA") and/or Section 504 of the Rehabilitation Act, and the implementing federal and state regulations. These students are entitled to receive necessary special education and related services as are appropriate to address their individual needs.

AMI agrees to provide the regular classroom educational services mandated by each

student's IEP and to follow each student's IEP in providing educational services through properly certified or certifiable teachers. AMI further agrees to require the attendance of AMI staff at IEP and other meetings when requested by School Board employees to: (1) provide the School Board with all necessary information and feedback about the appropriateness of each student's program and necessary changes to each student's IEP; (2) refer students for evaluation and testing when requested by parent(s) or when AMI personnel believe a student may be in need of such services; (3) provide information to the School Board as necessary for School District personnel to evaluate students; (4) notify the School Board when students are in need of re-evaluation or changes in and review of IEP's; and (5) comply with federal and state mandates regarding the suspension or expulsion of special needs students. AMI further agrees to assure that the AMI Kids Sarasota program is accessible to disabled students and in compliance with the mandates of the Americans with Disabilities Act.

- 6.8 AMI shall provide ESOL instruction for those students identified by the School Board as ESOL students.
- 6.9 AMI shall maintain student records in accordance with State Board Rules and Exceptional Student Education, ESOL students and Florida Education Finance Program rules. Additionally, all information for data reporting requirements requested by the School Board and State and Federal agencies must be maintained. Failure to maintain records required for an audit may result in forfeiture of earned FTE payments.
- 6.10 AMI shall fully comply with Section 1002.22, Florida Statutes, and School Board procedures to protect the confidentiality of student record information, and it assures that it shall provide the parents, or the students who are eighteen (18) years of age or older, the rights of access, copies, amendments and hearings as specified in State Board Rule 6A-1.0955, F.A.C.
- 6.11 It is understood that all School District Department of Juvenile Justice students transferred to AMI Kids Sarasota shall remain students of the School District for enrollment reporting in accordance with state laws. AMI shall take daily attendance of all students at AMI Kids Sarasota. AMI shall provide weekly attendance records for each student in AMI Kids Sarasota, including absences, enrollments and withdrawals.
- 6.12 AMI shall develop an Individual Educational Plan for each student that shall meet the requirements of State Board Rules.
- 6.13 AMI assures that it complies with the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1974 and Section 504 of the Rehabilitation Act, and shall at all times comply with local and state standards for the health and safety of students.
- 6.14 AMI assures the School Board that it does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, sexual orientation, or age in the operation of its business or provision of services.
- 6.15 AMI shall designate a staff member to be responsible for the administration of the provisions of this Agreement and for the supervision of the program.

- 6.16 AMI shall place emphasis on survival skills, goal setting, vocational skills and the achievement of socially acceptable behavior patterns. The curriculum shall reflect approved courses in the Florida State Course Code Directory. All high school courses provided will meet the School District's pupil progression plan for promotion and a high school diploma.
- 6.17 AMI shall maintain complete and accurate records with respect to all matters covered under this Agreement. The School Board's Superintendent or designee shall have free access to such records during regular business hours, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. The parties will conduct periodic reviews to insure that AMI Kids Sarasota meets the quality standards of the School Board.
- 6.18 AMI shall submit the grades and credits earned for each student to the School Board and the student's parent/guardian as the grades and credits are carried, at the end of each grading period, or at the date of withdrawal of each student from AMI Kids Sarasota. AMI Kids Sarasota shall notify the School Board immediately of any disciplinary proceeding instituted by AMI against any student at AMI Kids Sarasota, which may result in long-term suspension or expulsion from AMI Kids Sarasota. Following the opportunity for notice and hearing to be conducted in accordance with the School Board's rules for expulsions, AMI shall be entitled to expel from AMI Kids Sarasota any student who is found to be disruptive to the program or who is found to be threatening or intimidating to any other student or employee. AMI shall also notify the School Board whenever a Department of Juvenile Justice student will be returning to his/her districted school placement.
- 6.19 AMI shall assure that each of its employees assigned hereunder has been fingerprinted by an authorized law enforcement agency and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. Any employee assigned hereunder must meet level 2 screening requirements as described in section 1012.32, Florida Statutes. The results of all such background investigations and fingerprinting shall be reported in writing to the Superintendent of Schools.
- 6.20 AMI agrees to observe and to be bound by School Board Rules, policies and procedures as they apply to teacher-pupil relationships and all other aspects of the AMI Kids program herein agreed to by the parties.
- 6.21 AMI shall comply with all School Board rules regarding purchasing, ordering supplies from the School Board's warehouse, textbook ordering, the processing of library media materials, and the marking and inventory of fixed assets valued at \$750.00 or greater.
- 6.22 AMI agrees that use of School Board site/facilities at 1130 Indian Hills Blvd, Venice, FL is solely for the purpose of operating an alternative education program known as AMI Kids Sarasota County. AMI shall be responsible for providing all custodial services while it is operating the AMI Kids program at 1130 Indian Hills, Blvd., Venice, FL.

- 6.23 IT support shall continue to be cooperatively developed between the School Board and AMI Kids. The School Board will continue to provide network connection, and support for other instructional services provided through the School Board/Sarasota County network.
7. Written procedures of intake, evaluation, dismissal, and transition of students in the AMI Kids Sarasota program that are in compliance with applicable provisions of State Board Rules shall be cooperatively developed between the School Board and AMI and implemented at AMI Kids Sarasota.
  8. The students at AMI Kids Sarasota shall adhere to a Code of Student Conduct mutually agreed upon by the School Board and AMI.
  9. Supervision and control of the students while in the AMI Kids Sarasota program shall be the sole responsibility of AMI.
  10. AMI shall guarantee and hold harmless the School Board from any and all liability for any claims, including attorney fees, demands, or judgment made or recovered against the School Board because of personal injuries or damages suffered by any person arising out of, or incidental to, the performance or failure to perform by AMI of its obligations hereunder, or arising from the operation of AMI Kids Sarasota as contemplated herein, whether or not such damages or injuries are alleged to have arisen out of the sole or partial negligence of AMI, or its officers, directors, agents, employees, students or invitees. In addition, AMI shall indemnify, protect and hold the School Board harmless against all claims and actions brought against the School Board by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by AMI.

This indemnification and hold harmless agreement shall survive the termination or expiration of this Agreement. AMI shall notify the School Board of any claim promptly upon receipt of same. The School Board shall have the option to defend, at AMI's expense, any claims arising under this provision. If the School Board does not choose to hire its own counsel to defend, AMI shall assume the defense of any such claim and the School Board shall delegate complete authority to AMI in the defense thereof. Nothing herein shall be construed as a waiver of the School Board's sovereign immunity.

11. AMI shall maintain at all times during the term of this Agreement, the following insurance coverage:
  - 11.1 Commercial general liability in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate;
  - 11.2 Professional liability in the amount of \$500,000 per each claim, \$2,000,000 aggregate;
  - 11.3 Workers' Compensation pursuant to Florida Statutes;
  - 11.4 Employer's liability.

The School Board shall be named as an additional insured on the commercial general liability on a primary basis with respect to any liability for damages or injuries

suffered by any person as a result of the performance or failure to perform by AMI, of its obligations hereunder. AMI shall provide the School Board with a certificate of insurance evidencing compliance with the terms of this paragraph. Such certificate shall note on its face that the insurer shall notify the School Board, in writing, thirty (30) days prior to the lapse of the insurance.

12. The School Board will provide coordination in the development of a transition plan for each entering and exiting student, including an IEP on each ESE student. The development of a revised IEP for entering ESE students, annual IEP reviews and three year re-evaluations will be coordinated with School District staff in consultation with AMI Kids Sarasota staff.
13. AMI may arrange for transportation of AMI Kids Sarasota students through a separate agreement with the School Board's Transportation Services Department or by other means agreeable to the School Board. AMI may also enter into a separate agreement with the School Board to receive additional transportation services for extracurricular events, field trips, and other activities.
14. AMI shall comply with the federal requirements for free and reduced meal service. AMI may utilize the School Board for the provision of free and reduced meal service. The parents of students eligible for free or reduced priced meals must complete an application and submit it to the School Board's Food and Nutrition Services Department for review and processing. AMI shall be responsible for picking up meals or may contract with the School Board for delivery. If AMI desires meal service for students not eligible for free or reduced priced meals, the School Board will provide such meals at the regular rate per student. If meal service is utilized, the AMI and the School Board's Food and Nutrition Services Department shall enter into a separate agreement.
15. The School Board or AMI can terminate this Agreement without cause at any time after giving the other party thirty (30) days written notice. Upon termination of this Agreement for any reason, AMI's right of use of the property at 1130 Indian Hills Blvd, Venice, FL 34293 shall cease and AMI shall vacate the premises.
16. It is mutually understood and agreed that AMI is at all times acting and performing as an independent contractor in the performance of all obligations hereunder. The School Board shall not withhold, or in any way be responsible for the payment of any federal, state or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions or any other payments for or on behalf of AMI to any of its employees unless specifically set forth herein.
17. AMI shall, at its own expense, obtain such business or professional licenses as may be required by any local, state, or federal agency in connection with AMI's business and obligations herein, and shall provide copies of all such licenses to the School Board.
18. This Agreement may be modified or amended only in writing by mutual consent of the parties.
19. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, the rules and regulations of the State Board of Education, and the rules and policies of the School Board. Sole and exclusive jurisdiction for all conflicts and disputes shall be in the

County or Circuit Court for the 12<sup>th</sup> Judicial Circuit in and for Sarasota County, Florida.

20. This Agreement can be terminated for breach of the covenants set forth herein. Termination of the Agreement for breach shall be effective upon giving ten (10) days written notice of the breach of the Agreement and termination thereof.
21. Any notice given pursuant to this Agreement shall be made by hand delivery or first class mail as follows;

To the School Board:

The School Board of Sarasota County,  
Florida,  
Attention: Peggy Wiggins, Director  
Academic Intervention Programs  
1960 Landings Blvd.  
Sarasota, FL 34231

To AMI:

Associated Marine Institute, Inc.  
Attention: Michael Thornton, Regional Director  
5915 Benjamin Center Drive  
Tampa, FL 33634

22. In the event of a conflict between the terms of the Cooperative Agreement between the parties and this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Frank Kovach, Chair

Approved for Legal Content  
June 16, 2011, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH

ASSOCIATED MARINE INSTITUTE, INC.

BY: \_\_\_\_\_