

CONTRACT FOR EDUCATIONAL SERVICES

**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
and
PINNACLE ACADEMY, INC.**

This Contract is entered into July 21, 2009, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD" and PINNACLE ACADEMY, INC., hereinafter referred to as "PINNACLE ACADEMY."

WHEREAS, pursuant to Section 1001.42, Florida Statutes, the parties wish to provide Exceptional Student Education Services, hereinafter referred to as "ESE services" for students who have met the following criteria:

1. The student is a resident of Sarasota County, Florida and is now enrolled in or eligible to be enrolled in the Sarasota County School District.
2. The student has been appropriately classified as an exceptional student by the School District of Sarasota County in compliance with state statutes and all pertinent state and local school board rules and criteria.
3. An Individual Educational Plan ("IEP") has been established for the student based on assessment results which indicate specific educational needs. The plan is agreed upon by the student's parents or legal guardians and THE BOARD with regard to providing ESE Instructional Services to students at the PINNACLE ACADEMY.

With regard to providing education to ESE students, PINNACLE ACADEMY and THE BOARD agree as follows:

1. THE BOARD agrees:
 - A. It shall provide consultation from its Exceptional Student Education staff upon request from PINNACLE ACADEMY.
 - B. It shall provide copies of any relevant reports or evaluation data relating to eligible ESE students upon receipt of an authorization for release of records signed by the ESE student's parent(s). Such data shall be maintained by PINNACLE ACADEMY in a manner consistent with applicable Federal and state regulations relating to confidentiality and access to student records.
2. PINNACLE ACADEMY agrees:
 - A. It shall provide ESE Instructional Services to eligible ESE students.
 - B. It assures that, pursuant to Section 1012.55, Florida Statutes, each person who is employed and renders instruction as a teacher shall hold a valid substitute, part-time, temporary, or professional Florida Teaching Certificate or be licensed by the State of Florida in their area of professional expertise, or shall be properly appointed by PINNACLE ACADEMY as a non-certificated instructional staff member pursuant to SBE Rule 6A-1.0503 and/or SBE Rule 6A-1.0502. PINNACLE ACADEMY shall provide written notification to THE BOARD of all

persons appointed as non-certificated instructional staff. PINNACLE ACADEMY shall provide to THE BOARD 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.

C. It assures 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 all screening requirements as described in Section 1012.32, Florida Statutes. The results of all such background investigation and fingerprinting, and any updated information disclosing subsequent criminal activity, shall be immediately reported in writing to the Superintendent of Schools.

D. It will provide space with furnishings and any equipment necessary for ESE Instructional Services to occur.

E. It shall provide a monthly attendance record of the ESE student(s) to THE BOARD. In addition, a report relating to student progress on meeting IEP goals shall be submitted to THE BOARD at least quarterly for each ESE student. Copies of such progress reports shall be maintained in each student's educational record.

F. Any meetings to review and revise an ESE student's IEP may be initiated and conducted by PINNACLE ACADEMY. PINNACLE ACADEMY shall not make any changes to the IEP unless THE BOARD has authorized the changes. The ESE student's parents or legal guardians and THE BOARD or its representative shall be involved in all decisions concerning the ESE student's IEP and shall agree to any proposed changes in the IEP prior to those changes being made. THE BOARD shall have responsibility for compliance with state rules.

3. Both Parties agree:

A. The placement of the ESE student(s) at PINNACLE ACADEMY is being initiated by the family who assumes responsibility for all non-educational costs associated with this placement. THE BOARD provides a free, appropriate public education, as required by Federal and State statutes and regulations, for ESE 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 the ESE student(s) within the Sarasota County School District as set forth in the IEP.

B. PINNACLE ACADEMY shall retain full control and discretion as to the appointment or removal of any instructional staff member employed by PINNACLE ACADEMY. The BOARD may report to PINNACLE ACADEMY any employee that is deemed by THE BOARD to be performing in a manner incompatible with the provisions of an adequate educational program.

C. Staff of THE BOARD shall be permitted to review the program provided by PINNACLE ACADEMY, including the IEP, evaluation reports and progress reports, and may confer with PINNACLE ACADEMY'S staff at reasonable times, as agreed by both parties.

D. THE BOARD agrees to pay to PINNACLE ACADEMY 95% of the FTE generation utilizing the adjusted Florida DOE cost factors used to calculate the ESE guarantee fund. Funding for the regular school year will be calculated as follows:

Matrix 251 - \$4,228.58 per year
Matrix 252 - \$6,536.02 per year
Matrix 253 - \$10,367.96 per year
Matrix 254 - \$12,140.79 per year
Matrix 255 - \$16,741.88, per year

Payment shall be calculated monthly by:
Multiplying the students in each matrix category by the yearly FTE
Adding the totals
Dividing by 10

Payments shall be disbursed monthly for the months of August, 2009 through May, 2010. A student must be enrolled for a minimum of one-half of the school days in a month to be eligible for reimbursement. Extended School Year (ESY) services may be provided by PINNACLE ACADEMY if mutually agreed to by PINNACLE ACADEMY and THE BOARD. Dates of ESY services and reimbursement rates shall be agreed to by both parties prior to the initiation of any such services.

The Contract Compliance Checklist (Appendix B) with all accompanying documentation must be returned to the Pupil Support Services Department prior to any reimbursement being issued pursuant to this Contract. Total reimbursement under this Contract shall not exceed \$121,408.00.

E. That, other than the educational payment described in Section (3), item (D), above, this Contract is not intended to provide any mechanism by which monies are paid or received from either party for the fulfillment of the duties set forth herein. Each party shall seek payment for services rendered from whatever sources are available to it and shall not look to the other party for payment of those services. This Contract is intended to set forth the agreement between the parties by which the delivery of ESE Instructional Services to ESE students shall be provided at PINNACLE ACADEMY.

F. During the term of this Contract, PINNACLE ACADEMY shall maintain public liability and malpractice insurance coverage in at least the following amounts: ONE HUNDRED THOUSAND DOLLARS (\$100,000) per person; TWO HUNDRED THOUSAND (\$200,000) per occurrence; and ONE MILLION DOLLARS (\$1,000,000) umbrella coverage with THE BOARD listed as a co-insured. As evidence of such insurance coverage PINNACLE ACADEMY shall furnish THE BOARD with a Certificate of Insurance prior to commencing any services under this Contract.

G. PINNACLE ACADEMY hereby agrees to hold harmless, indemnify, and defend THE BOARD, its agents, servants, or employees in their official and individual capacity from any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from THE BOARD, its agents, or employees, in their official or individual capacity by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Contract. Nothing in this Contract shall be deemed to constitute a waiver of sovereign immunity on the part of the THE BOARD or to

affect, limit, or reduce the protection from suit afforded to the THE BOARD under Florida 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.

4. Other Provisions:

A. That any additions, changes, deletions or modifications to this Contract must be agreed upon in writing by both parties.

B. Any disputes relating to implementation of the provisions of this Contract may be resolved by informal meetings and/or conferences between THE BOARD's Director of Pupil Support Services or his/her designee and the appropriate representative(s) of PINNACLE ACADEMY.

C. That this Contract is effective July 21, 2009, and shall terminate June 30, 2010, unless terminated at an earlier date by either party. Either party may terminate this Contract at any time without cause by giving thirty days written notice.

D. That any notice given pursuant to this Contract shall be made to PINNACLE ACADEMY, 6215 Lorraine Road, Bradenton, Florida 34202, to the attention of the Executive Director and to THE BOARD at 1960 Landings Blvd., Sarasota, Florida 34231, to the attention of the Executive Director of Pupil Support Services.

E. PINNACLE ACADEMY and THE BOARD mutually warrant that the program shall be in compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.

F. The sole and exclusive jurisdiction for any action brought pursuant to this Contract shall be in the County or Circuit Court of the Twelfth Judicial Circuit, in and for Sarasota County, Florida.

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

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

PINNACLE ACADEMY, INC.

By _____
Caroline G. Zucker, Chair

By _____
Kirstina Ordetx, Executive Director

Approved for Legal Content
June 4, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

(APPENDIX A)

STAFF APPOINTMENT VERIFICATION FORM

School or Agency **PINNACLE ACADEMY**

I do here by certify that the following staff members have been employed as instructional staff pursuant to the current agreement with the Sarasota School District.

Staff Members Holding Current Florida Teacher Certification		Staff Members Appointed as Non-Certificated Pursuant to Florida Statutes and State Board of Education Regulations	
Name	Social Security Number	Name	Social Security Number

Please attach the following documentation:

For teachers holding a current Florida Teaching Certificate:

- A copy of the current certificate

For teachers appointed as non-certificated teachers:

- A copy of any and all documents verifying each teacher’s qualifications to be appointed (Examples might include, copies of college degree(s), resumes verifying education and experience, documentation of participation in specialized training, etc.)

- A copy of the school or agency personnel procedures including salary schedules, procedures for dismissal or reassignment, procedures for performance assessment, and training requirements for staff.

Signature of Agency Representative Title Date

(APPENDIX B)



THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PUPIL SUPPORT SERVICES
1960 Landings Boulevard Sarasota, Florida 34231
Phone (941) 927-9000 SUNCOM 529-1109 FAX (941) 927-4052

Sonia Figaredo-Alberts, Executive Director
Pupil Support Services

Kathy Devlin, Supervisor
Exceptional Student Education

Robyn Marinelli-Haff, Supervisor
Student Services

Sherri Reynolds, Supervisor
Health/Prevention Services

Contract Compliance Checklist

Contracting School Or Agency PINNACLE ACADEMY

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