

CONTRACT FOR EDUCATIONAL SERVICES

**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
and
CHILDREN FIRST, INC.**

This Contract is entered into July 17, 2007, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD", and CHILDREN FIRST, INC., hereinafter referred to as "CHILDREN FIRST", is made for the purpose of providing education to pre-kindergarten students with disabilities.

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 has made application for enrollment in the Sarasota County School District.
2. The student has been appropriately classified as an exceptional student ("ESE student") by the Sarasota County School District in compliance with state statutes and all pertinent state and local school board rules and criteria.
3. An Individualized Educational Plan ("IEP") has been established for the ESE student based on assessment results which indicate specific educational and developmental needs and such a plan and needs are agreed upon by the ESE student's parents or legal guardians and THE BOARD.

With regard to providing education to ESE students who qualify for ESE Services, CHILDREN FIRST and THE BOARD agree as follows:

1. THE BOARD agrees:
 - A. It shall provide the same opportunities for inservice training for CHILDREN FIRST staff involved in teaching ESE students as are provided to THE BOARD staff members.
 - B. It shall provide consultation from ESE staff upon request from CHILDREN FIRST.
 - C. It shall provide evaluation and transition planning for ESE students aged 3-5 preparing to articulate from CHILDREN FIRST Program into the Sarasota County School District educational programs.

2. CHILDREN FIRST agrees:

A. It will provide Supplemental Educational Services to identified and eligible ESE students served at CHILDREN FIRST. These services may include educational services, transportation, occupational therapy, physical therapy, and language/speech therapy.

B. It shall provide developmentally appropriate educational services to ESE students aged 3-5 at CHILDREN FIRST. A schedule of weekly activities for ESE Services shall be provided upon request to THE BOARD.

C. It shall assure that, pursuant to Section 1012.55, Florida Statutes, each person who is employed and renders instructional services as a teacher shall hold a valid substitute, part-time, temporary, or professional Florida Teaching Certificate or shall be properly appointed by CHILDREN FIRST as a noncertificated instructional staff member pursuant to SBE Rule 6A-1.053 and/or SBE Rule 6A-1.0502. CHILDREN FIRST shall provide written notification to THE BOARD of all persons appointed as noncertificated instructional staff. CHILDREN FIRST 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.

D. 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 level 2 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.

E. It shall provide space with furnishings for educational classes and will provide equipment necessary for each class. Final determination as to the need for equipment and furniture shall rest with CHILDREN FIRST.

F. It shall provide a monthly attendance record of ESE students 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.

G. It shall conduct meetings as necessary to review and revise each ESE student's IEP. CHILDREN FIRST shall not make any changes to the IEP unless THE BOARD has authorized the changes. The ESE student's parent or legal guardian and THE BOARD or its representative shall be involved in all decisions regarding the ESE student's IEP and shall agree to any proposed changes prior to those changes being made. THE BOARD shall have responsibility for compliance with State Board Rules.

3. Both Parties agree:

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

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

C. Upon request, CHILDREN FIRST shall provide the State Board of Education, Bureau of Exceptional Education and Student Services with ESE students' attendance and IEP information.

D. THE BOARD agrees to pay to CHILDREN FIRST 95% of the FTE generation utilizing the adjusted Florida DOE cost factors used to calculate the ESE guarantee fund. Funding will be calculated as follows for students ages 3 – 5:

Matrix 251 - \$5,303 per year
Matrix 252 - \$8,194 per year
Matrix 253 - \$13,000 per year
Matrix 254 - \$14,767 per year
Matrix 255 - \$20,569 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, 2007 through May, 2008. 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 CHILDREN FIRST if mutually agreed to by CHILDREN FIRST 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 \$60,000.

E. Other than the 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 for those services. This Contract is intended to set forth the agreement between the parties by which the delivery of ESE Services to students aged 3-5 may be provided at CHILDREN FIRST.

F. During the term of this Contract, CHILDREN FIRST 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 CHILDREN FIRST shall furnish THE BOARD with a Certificate of Insurance prior to commencing any services under this Contract.

G. CHILDREN FIRST shall hold harmless, indemnify, and defend THE BOARD, its agents, servants, 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. 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. Any additions, changes, deletions, or modifications to this Contract must be agreed to 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 Executive Director of Pupil Support Services or his/her designee and the appropriate representative(s) of CHILDREN FIRST.

C. This Contract is effective July 17, 2007, and shall terminate June 30, 2008, 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. Any notice given pursuant to this Contract shall be made to CHILDREN FIRST to the attention of the Executive Director at 1723 N Orange Avenue, Sarasota, FL 34234, and to THE BOARD to the attention of the Executive Director of Pupil Support Services at 1960 Landings Blvd., Sarasota, FL.

E. CHILDREN FIRST 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 Educational Amendments of the 1974 and Section 504 of the Rehabilitative 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

Children First, Inc.

By _____
Frank Kovach, Chair

By _____
Executive Director

Approved for Legal Content
June 8, 2007, 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 SUNCOM 529-1109 FAX (941) 361-6173

Michael J. McHugh, 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 **CHILDREN FIRST, INC.**

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 Director of Pupil Support Services or Designee

Date