

**AGREEMENT FOR PARENT EDUCATIONAL SERVICES  
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
AND  
SUSAN MAGERS, PARENT LIAISON**

This Agreement is entered into July 17, 2007, and effective July 1, 2007, by and between SUSAN MAGERS, hereinafter referred to as the "Liaison" and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, hereinafter referred to as "the Board".

**W I T N E S S E T H:**

WHEREAS, the Liaison is qualified as a parent educator with training from the Department of Education, Bureau of Education for Exceptional Students in the State of Florida; and

WHEREAS, the Board is in need of Parent Education Services for eligible families of exceptional students; and

WHEREAS, the Liaison and the Board desire to enter into a service agreement whereby the Liaison shall furnish the following described Parent Education Services upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is understood and agreed as follows:

1. The Liaison is contracted to provide Parent Education Services to families of eligible exceptional students in the Sarasota County School District. The Liaison and the Director of Pupil Support Services, or his designee, for the Board shall determine the schedule of days, hours, and location(s) for services performed under this Agreement.
2. The Liaison shall provide Parent Education Services set forth in Schedule "A" attached hereto and made a part hereof.
3. The Board shall provide the items set forth in Schedule "B".
4. Parent Education Services shall commence on the first day of July 2007, and expire on the last day of June 2008, unless sooner terminated as hereinafter provided.
5. Parent Education Services provided by the Liaison and authorized by the Board in accordance with Paragraph 1 shall be compensated for the period of July 2007 through June 2008. Compensation under this Agreement shall not exceed 1200 hours at \$25.75 per hour or \$30,900.00. The Liaison shall submit a request for payment complete with work log and statement of hours worked by the (tenth) 10<sup>th</sup> of each month. Payment will be made within (fifteen) 15 days from date of receipt of the Liaison's statement. Statements should be mailed to:

The School Board of Sarasota County, Florida  
Department of Pupil Support Services  
Attn: Roxane Jones, Bookkeeper  
1960 Landings Blvd.  
Sarasota, Florida 34231

6. During the term of this Agreement, the Liaison shall maintain liability insurance coverage of no less than \$100,000 naming the Board as an additional insured.

7. This Agreement shall be construed for all purposes under the laws of the State of Florida and may not be changed, modified, altered or amended except by a written instrument signed by both parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed, so that all of the remaining terms and conditions of this Agreement shall otherwise remain in full force and effect. The sole and exclusive jurisdiction for any legal action taken to enforce this Agreement will be in the County or Circuit Court for Twelfth Judicial Circuit in and for Sarasota County, Florida.

8. The Liaison shall indemnify and hold harmless the Board from any and all claims and causes of action against the Board arising out of the performance of this Agreement by the Liaison, her employees and agents.

9. The failure of either party to object to or take affirmative action with respect to any conduct of the other party, which is in violation of the terms hereof, shall not be construed as a waiver thereof or of any future breach or subsequent misconduct.

10. The Liaison will provide Parent Education Services consistent with the highest degree of skill and training received from the State Department of Education as a parent educator and shall comply with all confidentiality requirements imposed by the Florida Department of Education and the Board pertaining to exceptional students.

11. The Liaison shall provide the Board with a current resume summarizing her qualifications to provide Parent Education Services under this Agreement.

12. Neither the Liaison nor the Board shall assign or transfer any interest in this Agreement without the written consent of the other party.

13. Any questions or disagreements arising out of the administration or performance of this Agreement shall be resolved by the Liaison and the Executive Director of Pupil Support Services, or their respective designees.

14. The relationship between the Board and the Liaison, her employees and agents shall be that of an independent contractor, and not that of employer/employee.

15. Either party may terminate this Agreement without cause, upon (thirty) 30 days written notice to the other party.

16. Any notice given or required to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage prepaid, to the Board at: 1960 Landings Boulevard, Sarasota, Florida 34231, Att: Executive Director of Pupil Support Services, or his designee, and to the Liaison at: 1077 Rosedale Road, Venice, FL 34293 or at such address as either party may direct in writing.

17. Prior to going on to school grounds while students are present, the Liaison agrees she will be fingerprinted and have her background checked as provided in by Florida law. Liaison will coordinate with the Board to arrange a mutually convenient time for the Board to conduct the fingerprinting, at the Liaison's expense. The Board has the right to terminate this Agreement immediately in the event Liaison's background check does not meet the requirements established by the Board pursuant to Florida law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA

\_\_\_\_\_  
Frank Kovach, Chair

\_\_\_\_\_  
Susan Magers, Liaison

Approved for Legal Content  
June 21 2007, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH



## **SCHEDULE “A”**

### **I. FAMILY EDUCATION SERVICES:**

Under this Agreement, the Liaison shall provide family education that will assist family members to be more effectively involved in their child’s education. Training of families may include, but is not limited to, the following areas:

- a. Conducting needs assessments.
- b. Developing curriculum for parent education.
- c. Developing instructional materials.
- d. Advocacy and support to assist parents to work cooperatively with school staff in program planning and implementation.

### **II. PARENT SUPPORT AND ASSISTANCE:**

Under this Agreement the Liaison shall offer support and assistance to parents including but not limited to the following activities:

- a. Assisting parents to understand ESE services and programs within the District.
- b. Consulting with parent with regard to their rights regarding the evaluation and placement of their child(ren).
- c. Accompanying parents to conferences, student study team meetings, staffings, IEP meetings etc., to promote their full participation in all educational decisions.
- d. Assisting parents and school administration and staff to work together in a positive and constructive fashion to resolve differences when they occur.
- e. Attending conferences and workshops as necessary to maintain skills in the areas of mediation, conflict resolution, legal issues, etc.
- f. Performing other duties at the request of the Director of Pupil Support Services or his designee.

### **III. INCLUSIONARY PRACTICE:**

Under this Agreement, the Liaison will continue to assist in the development of an inclusion policy and implementation for the district and may include, but is not limited to, the following:

- a. Working as a member of work groups or sub-committees.
- b. Providing inservice to schools and parents.
- c. Assisting in any model projects on Inclusion.
- d. Promoting and supporting efforts to better implement Inclusion within the Sarasota County School District and the State of Florida.

## **SCHEDULE "B"**

The BOARD will provide the following:

### **I. ADMINISTRATION**

- a. Coordination of overall program.
- b. Provide support with School District staff.
- c. Evaluate the performance of the Liaison on a yearly basis.

### **II. REIMBURSEMENT:**

- a. Mileage for in-county travel commensurate at County rates pursuant to Section 112.061, Florida Statutes. Mileage sheets shall be turned in monthly for reimbursement.
- b. State Training Sessions and Conferences. The Director of Pupil Support Services shall authorize any additional expenses for approved travel as needed to update skills or services.

### **III. EQUIPMENT:**

- a. Access to necessary equipment, i.e.: voice mail, computers, etc.; will be made available as needed.