

**CONTRACT FOR EDUCATIONAL SERVICES**

**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
and  
THE THINKING CENTER, 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 THE THINKING CENTER, INC. hereinafter referred to as "THE THINKING CENTER."

WHEREAS, pursuant to Section 1001.42, Florida Statutes, the parties wish to provide a program of special education ("ESE Instructional Services") for ESE 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 education student by the School District of Sarasota County in compliance with state statutes and all pertinent state and local school board rules and criteria and the student has an active Individual Educational Plan (IEP) specifying program eligibility, programs and services, and appropriate goals and objectives.

With regard to providing education to ESE students, THE THINKING CENTER and THE BOARD agree as follows:

1. THE BOARD agrees:
  - A. It shall provide consultation from its Exceptional Student Education staff upon request from THE THINKING CENTER.
  - 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 THE THINKING CENTER in a manner consistent with applicable Federal and state regulations relating to confidentiality and access to student records.
2. THE THINKING CENTER agrees:
  - A. It shall provide supplemental, remedial and/or cognitive instruction 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 THE THINKING CENTER as a noncertificated instructional staff member pursuant to SBE Rule 6A-1.0503 and/or SBE Rule 6A-1.0502. THE THINKING CENTER shall provide written notification to THE BOARD of all persons appointed as noncertificated instructional staff. THE THINKING CENTER 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 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.
  - D. It will provide space with furnishings for instruction and will provide any equipment necessary for instruction 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.
3. Both Parties agree:
- A. The placement of the ESE student(s) at THE THINKING CENTER 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 exceptional ESE students residing within the Sarasota School County 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 Individual Educational Plans IEPs.
  - B. THE THINKING CENTER shall retain full control and discretion as to the appointment or removal of any instructional staff member employed by THE THINKING CENTER. THE BOARD may report to THE THINKING CENTER 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 THE THINKING CENTER, including the IEP, evaluation reports and progress reports, and may confer with THE THINKING CENTER'S staff at reasonable times, as agreed by both parties.

- D. THE BOARD agrees to pay to THE THINKING CENTER, for ESE Instructional Services to eligible ESE student(s) as follows:

Sixty dollars (\$65.00) per hour, not to exceed 300 hours for the 2007/2008 school year. Total reimbursement under this Contract shall not exceed \$19,500. Payment will be made monthly upon receipt of an invoice documenting hours of instructional service for the month.

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.

- 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 instructional services to eligible ESE students shall be provided at THE THINKING CENTER.

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

- G. THE THINKING CENTER 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 resulting from 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. 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 Executive Director of Pupil Support Services or his/her designee and the appropriate representative(s) of THE THINKING CENTER
- C. That 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. That any notice given pursuant to this Contract shall be made to THE THINKING CENTER, 5989 Approach Road, Sarasota Florida, 34238 to the attention of the Executive Director, and to THE BOARD at 1960 Landings Blvd., Sarasota, Florida 34231 to the attention of the Director of Pupil Support Services.
- E. THE THINKING CENTER 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 in 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

THE THINKING CENTER, INC.

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

By \_\_\_\_\_  
Amy Weinberger, 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**

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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 **THE THINKING CENTER, 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. \_N/A\_ A copy of the current Individual Educational Plan (IEP) for each student served under this Contract.
5. \_N/A\_ 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
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For School Board Use

Contract Compliance Checklist Complete           Yes    No       

If no, date and method of notification to school or agency regarding needed information.

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Signature of Director of Pupil Support Services or Designee	Date
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