

CONTRACT FOR EDUCATIONAL SERVICES
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
and
PINES OF SARASOTA, 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 PINES OF SARASOTA, hereinafter referred to as "PINES", is made for the purpose of providing education to three to five year old students with disabilities, also known as Pre-K students with disabilities, hereinafter referred to as ESE students.

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 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 student's parents or legal guardians and THE BOARD.

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

1. THE BOARD agrees:
 - A. It shall provide the same opportunities for inservice training for PINES 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 PINES staff.
 - C. It shall provide evaluation and transition planning for ESE Pre-K students aged 3-5 preparing to matriculate from PINES program into the Sarasota County School District educational programs.
2. PINES agrees:
 - A. It will provide related educational services to identified and eligible ESE students served at PINES. These services may include occupational therapy, physical therapy, and language/speech therapy.
 - B. It shall provide a developmental program to ESE students aged 3-5 at PINES. A schedule of 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 PINES as a non-certificated instructional staff member pursuant to SBE Rule 6A-1.0503 and/or SBE Rule 6A-1.0502. PINES shall provide written notification to THE BOARD of all persons appointed as non-certificated instructional staff. PINES 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 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.

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 PINES.

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. PINES 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. PINES shall retain full control and discretion as to the appointment or removal of any instructional staff member employed by PINES. THE BOARD may report to PINES any PINES 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 PINES, including IEP, evaluation reports and progress reports, and may confer with PINES' staff at reasonable times, as agreed by both parties.

C. Upon request, PINES 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 PINES 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: For students ages 3-5

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 PINES if mutually agreed to by PINES 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 \$65,361.00.

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 PINES.

F. During the term of this Contract, PINES shall maintain public liability and malpractice insurance coverage in the following amounts: ONE MILLION DOLLARS (\$1,000,000) per person; TWO MILLION DOLLARS (\$2,000,000) per occurrence with THE BOARD listed as a co-insured. As evidence of such insurance coverage PINES shall furnish THE BOARD with a Certificate of Insurance prior to commencing any services under this Contract.

G. PINES 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. Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity on the part of THE BOARD or to affect, limit, or reduce the protection from suit afforded to the School 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. 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 THE BOARD's Executive Director of Pupil Support Services or his/her designee and the appropriate representative(s) of PINES.

C. 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. Any notice given pursuant to this Contract shall be made to PINES. to the attention of the President/CEO at 1501 North Orange Avenue, Sarasota, FL. 34236, and to THE BOARD to the attention of the Executive Director of Pupil Support Services at 1960 Landings Blvd., Sarasota, FL, 34231.

E. PINES 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

BY _____
Caroline G. Zucker, Chair

Approved for Legal Content
June 16, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

PINES OF SARASOTA, INC.

BY _____
John Overton, President/CEO

(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 **PINES OF SARASOTA, 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 Executive Director of Pupil Support Services or Designee

Date