

**CONTRACT FOR EDUCATIONAL SERVICES
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
and
COASTAL BEHAVIORAL HEALTHCARE CENTER, INC.
RESIDENTIAL TREATMENT PROGRAM**

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 COASTAL BEHAVIORAL HEALTHCARE CENTER, INC., RESIDENTIAL TREATMENT PROGRAM, hereinafter referred to as "RESIDENTIAL TREATMENT PROGRAM" for the purpose of providing education to hospitalized students.

WHEREAS, pursuant to Section 1001.42, Florida Statutes, the parties wish to provide a special program of education for students who have met the following criteria:

1. Students are residents of Sarasota County, Florida and are now enrolled or have made application for enrollment in the Sarasota County School District.
2. Students have been appropriately classified as exceptional students ("ESE Students") 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 Individualized Education Plan ("IEP") has been established for ESE students based on assessment results which indicate specific educational needs and such a plan and needs are agreed upon by ESE students' parents and THE BOARD.

With regard to providing education to ESE students in RESIDENTIAL TREATMENT PROGRAM, who qualify for ESE educational services, RESIDENTIAL TREATMENT PROGRAM and BOARD agree as follows:

1. THE BOARD agrees:
 - A. It shall provide reasonable assistance and consultation as needed to RESIDENTIAL TREATMENT PROGRAM staff to support the ESE educational program for ESE students including completion of the required ESE Matrix of Services for each student.
 - 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 RESIDENTIAL TREATMENT PROGRAM in a manner consistent with applicable Federal and state regulations relating to confidentiality and access to student records.
 - C. It will provide opportunities for RESIDENTIAL TREATMENT PROGRAM staff to participate in school district training and inservice activities related to ESE students.

2. RESIDENTIAL TREATMENT PROGRAM agrees:

A. It will provide clinically and medically appropriate and necessary mental health service to all students at RESIDENTIAL TREATMENT PROGRAM who are accepted into the ESE program. These services include but are not limited to group therapy, family therapy, therapeutic community meetings, and structured groups with expressive therapists.

B. It will accept the enrollment of students who have been evaluated by THE BOARD as exceptional students and shall provide an appropriate ESE educational program as outlined in the IEP. A schedule for ESE instructional services shall be provided for each ESE student.

C. It will, pursuant to Section 1012.55, Florida Statutes, ensure that each person who is employed and renders instructional service as a teacher shall hold a valid substitute, part-time, temporary, or professional Florida Teaching Certificate or shall be properly appointed by RESIDENTIAL TREATMENT PROGRAM as a non-certificated instructional staff member pursuant to SBE Rule 6A-1.0503 and/or SBE Rule 6A-1.0502. RESIDENTIAL TREATMENT PROGRAM shall provide written notification to THE BOARD of all persons appointed as non-certificated instructional staff. RESIDENTIAL TREATMENT PROGRAM 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 will provide space with furnishings for ESE educational classes and will provide equipment necessary for each class. Final determination as to the need for equipment, if it is to be purchased, rests with RESIDENTIAL TREATMENT PROGRAM.

F. It will 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. Any meetings to review and revise an ESE student's IEP may be initiated and conducted by RESIDENTIAL TREATMENT PROGRAM. RESIDENTIAL TREATMENT PROGRAM shall not make any changes to the IEP unless THE BOARD has authorized the changes. The ESE student's parent 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. That RESIDENTIAL TREATMENT PROGRAM shall retain full control and discretion as to the appointment or removal of any instructional staff member employed by RESIDENTIAL TREATMENT PROGRAM. THE BOARD may report to RESIDENTIAL TREATMENT PROGRAM any employee that is deemed by THE BOARD to be performing in a manner incompatible with the provisions of an adequate educational program.

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

C. THE BOARD agrees to disburse monthly payments 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 RESIDENTIAL TREATMENT PROGRAM if mutually agreed to by RESIDENTIAL TREATMENT PROGRAM 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. THE BOARD agrees to pay to RESIDENTIAL TREATMENT PROGRAM 95% of the FTE generation utilizing the adjusted Florida DOE cost factors used to calculate the ESE guarantee fund. Total reimbursement under this Contract shall not exceed \$175,000.00.

D. That, other than the payment described in Section (3), item (C), 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 educational services to ESE students may be provided at RESIDENTIAL TREATMENT PROGRAM.

E. During the term of this Contract, RESIDENTIAL TREATMENT PROGRAM 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 RESIDENTIAL TREATMENT PROGRAM shall furnish THE BOARD with a Certificate of Insurance prior to commencing any services under this Contract.

F. That RESIDENTIAL TREATMENT PROGRAM shall 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 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 Executive Director of Pupil Support Services or his/her designee and the appropriate representative(s) of RESIDENTIAL TREATMENT PROGRAM.

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 RESIDENTIAL TREATMENT PROGRAM to the attention of the Chief Executive Officer at 1565 State Street, Sarasota, Florida, 34236 or to THE BOARD at 1960 Landings Boulevard, Sarasota, FL 34231, to the attention of the Executive Director of Pupil Support Services.

E. RESIDENTIAL TREATMENT PROGRAM 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 set their hands and seals this day and year first written above.

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

COASTAL BEHAVIORIAL
HEALTHCARE CENTER, INC.,
RESIDENTIAL TREATMENT PROGRAM

BY _____
Caroline G. Zucker, Chair

BY _____
As Chief Executive Officer

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

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 **COASTAL BEHAVIORAL HEALTHCARE CENTER, INC.
RESIDENTIAL TREATMENT PROGRAM**

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
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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.

Signature of Director of Pupil Support Services or Designee

Date