

## **CONTRACT FOR EDUCATIONAL SERVICES**

### **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA and CARLTON PALMS EDUCATIONAL CENTER, INC.**

This Contract is entered into July 21, 2015, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD" and CARLTON PALMS EDUCATIONAL CENTER, INC., a Licensed Comprehensive Transitional Educational Center, hereinafter referred to as "CARLTON PALMS."

WHEREAS, pursuant to Section 1001.42, Florida Statutes, the parties wish to provide a program of special education ("ESE Instructional 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 educational student 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 the student based on assessment results which indicate specific educational needs. The plan and needs are agreed upon by the student's parents or legal guardians and THE BOARD with regard to providing ESE Instructional Services to the students served at CARLTON PALMS.

With regard to providing education to ESE students, CARLTON PALMS and THE BOARD agree as follows:

1. THE BOARD agrees:
  - A. It shall provide consultation from its Exceptional Student Education staff upon request from CARLTON PALMS.
  - 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 CARLTON PALMS in a manner consistent with applicable Federal and state regulations relating to confidentiality and access to student records.
  - C. It shall provide evaluation and transition planning for all ESE students preparing to transfer from the CARLTON PALMS into the Sarasota District Schools.
2. CARLTON PALMS agrees:
  - A. It shall provide ESE Instructional Services to identified and eligible ESE students served at CARLTON PALMS. The ESE Instructional Services shall include academic instruction, supportive counseling as needed and appropriate behavior management techniques.
  - B. It shall provide a program of ESE Instructional Services to all ESE students and a schedule for such instructional services shall be provided to THE BOARD for each ESE student.

C. It assures that, pursuant to Section 1012.55, Florida Statutes, each person who is employed and renders ESE Instructional Services as a teacher shall hold a valid substitute, part-time, temporary, or professional Florida Teaching Certificate or shall be properly appointed by CARLTON PALMS as a noncertificated instructional staff member pursuant to SBE Rule 6A-1.0503 and/or SBE Rule 6A-1.0502. CARLTON PALMS shall provide written notification to THE BOARD of all persons appointed as noncertificated instructional staff. CARLTON PALMS 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 will provide space with furnishings for 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 CARLTON PALMS.

F. It shall provide a monthly attendance record of the 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 CARLTON PALMS. CARLTON PALMS shall not make any changes to the IEP unless THE BOARD has authorized the changes. The ESE student's parents or legal guardians 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.

H. It shall comply with Florida's Public Records Law including:

a) keeping and maintaining public records that ordinarily and necessarily would be required by THE BOARD in order to perform the service;

b) providing the public with access to public records on the same terms and conditions that THE BOARD would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d) meeting all requirements for retaining public records and transfer, at no cost, to THE BOARD all public records in possession of CARLTON PALMS upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided

to THE BOARD in a format that is compatible with the information technology systems of THE BOARD.

3. Both Parties agree:

A. The placement of the ESE student(s) at CARLTON PALMS is being initiated by the family who assume 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 ESE students residing within the Sarasota County School 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 IEP.

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

D. THE BOARD agrees to pay to CARLTON PALMS 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:

Matrix 254 - \$14,259.53 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

Matrix changes will be mutually agreed to by both parties. Payments shall be disbursed monthly for the months of August, 2015 through May, 2016. 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 CARLTON PALMS if mutually agreed to by CARLTON PALMS 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 \$14,259.53.

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 of those services. This Contract is intended to set forth the agreement between the parties by which the delivery of ESE Instructional Services to students shall be provided at CARLTON PALMS. In the event the ESE student is discharged because of default of a co-

funding contract, said discharge shall not be deemed a default by CARLTON PALMS, but shall be treated as a termination of the Contract as of the date of the discharge.

F. During the term of this Contract, CARLTON PALMS shall maintain professional liability insurance covering all aspects of this Contract with limits no less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, and commercial general liability insurance with limits of no less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence. THE BOARD shall be named as an additional insured on the insurance policies.

G. CARLTON PALMS 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 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. Nothing in this Contract is intended to waive any sovereign immunity to which THE BOARD may be entitled.

H. This Contract is a fixed-fee for term, non-cost based contract.

I. In the event of co-funding under separate contracts with co-funding agencies, the discharge of a student because of a default by a co-funding agency shall not be a default of this Contract. However, should this circumstance arise, THE BOARD shall be reimbursed for all unearned tuition received by CARLTON PALMS. CARLTON PALMS will give THE BOARD fifteen days' written notice prior to discharging any student because of a co-funding agency's default.

J. The educational costs paid for under this Contract are six hours of instruction for a 248-day school year, which includes the traditional 180-day year and up to 68 days of extended school instruction, as determined by the IEP team.

4. Other Provisions:

A. 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 CARLTON PALMS.

C. This Contract is effective July 1, 2015, and shall terminate June 30, 2016, 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 CARLTON PALMS, 28334 Churchhill Smith Lane, Mt. Dora, Florida, 32757 to the attention of the Principal and to THE BOARD at 1960 Landings Blvd., Sarasota, Florida 34231 to the attention of the Executive Director of Pupil Support Services.

E. CARLTON PALMS 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 executed this Contract as of the date first written above.

The School Board of Sarasota County, Florida

Carlton Palms Educational Center, Inc.

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

By \_\_\_\_\_  
Kathleen Shea, Chief Financial Officer

Approved for Legal Content  
June 23, 2015, 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) 927-4052**

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**Contract Compliance Checklist**

Contracting School Or Agency **CARLTON PALMS EDUCATIONAL 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. \_\_\_\_\_ 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 Executive Director of Pupil Support Services or Designee	Date
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