

CONTRACT
Between
FIRST STEP OF SARASOTA, INC.
And
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

This contract entered into this 2nd day of October, 2018, effective August 7, 2018, by and between the First Step of Sarasota, Inc., 4579 Northgate Court, Sarasota Florida 34234, hereinafter referred to as "First Step" and The School Board of Sarasota County Florida, 1960 Landings Boulevard, Sarasota, Florida 34231, hereinafter referred to as the "School Board."

PURPOSE

The purpose of this contract is to delineate the relationship and responsibilities shared by First Step and the School Board regarding The Student Assistance Program (SAP) provided to students at Sarasota High School, Riverview High School, North Port High School, Booker High School and Venice High School.

SAP, currently implemented at Sarasota High School, is based on an employee assistance model and provides comprehensive school-based prevention services for students in 9th through 12th grade. Service components of the program include health promotion for the general student body; attention to students who are at special risk for substance abuse, teen pregnancy, violence/bullying, academic failure, school suspension, or dropping out; and early problem identification, referral, and intervention for students exhibiting problem behaviors. Student Assistance Programs address barriers to learning that impact both the individual student and the school in order to increase student success while improving school climate. SAP staff utilize effective practices, principles, and strategies along with a systems approach to respond to student problems. SAPs partner with parents, students, school resource officers, other school faculty, community coalitions, agencies and services in seeking to remove barriers that impede student success.

In summary, the program goals are:

- To provide high quality prevention and intervention programs to support a safe learning environment for all students
- To provide early substance abuse and mental health prevention and intervention services to students
- To develop collaborative relationships with community partners to better serve students

RESPONSIBILITIES:

The School Board shall:

1. Provide access to a location where the SAP Specialist can provide support to students assigned to the School Board and the students' families.
2. Assign a point of contact on campus to assist with enrollment of students and implementation of the program.
3. The schools that will have a full-time SAP Specialist are: Sarasota High School, Riverview High School, North Port High School, Venice High School and Booker High School. Each school with a full-time SAP will pay up to a maximum of \$26,250.00 in monthly installments (August 2018 through May 2019) in the amount of \$2,625.00 to First Step of Sarasota to cover a portion of the salary for the SAP. Each school will pay only for the months a full-time SAP Specialist is actually working on its campus. Payment will be pro-rated in any month in which an SAP Specialist works less than a full month.

First Step Staff shall:

1. Provide one full-time SAP Specialist per campus (SHS, RHS, VHS, BHS, NPHS).
2. In addition, First Step will provide a District Level SAP Coordinator who will be responsible for the overall program supervision, assist with program evaluation and provide back up support for the SAP Specialists, as well as act as a consultative support to district administration with planning, developing and implementing district wide behavioral health strategies. The SAP Coordinator will be a licensed, behavioral health professional (LCSW, LMHC or LMFT).
3. Ensure that the SAPs and SAP District Level SAP Coordinator will maintain a system of logs that satisfy School Board requirements. The SAPs and SAP Coordinator will maintain student confidentially in accordance with FERPA.
4. Actively participate in meetings that pertain to the students who are assigned to this program on campus.
5. Pay for an external evaluator who will be contracted to conduct an objective evaluation of the project. The overall evaluation will be the cooperative responsibility of The Office of Research and Evaluation (RAE), SCSB, the SAP Coordinator and/or First Step Program Director, and contracted external evaluator. The program will provide RAE and the external evaluator with a detailed evaluation plan and expectations. The evaluation plan will address questions guided by the Project Goals, Objectives, and Outcomes. Objectives and Activities will form the basis for implementation or process evaluation, which will also be guided by the Management Plan. The program will also provide the details of the Management plan to the RAE office. Project Goals and Outcomes will form the basis of a product and outcome evaluation. Formative and summative evaluation processes will guide the evaluation design.
6. Assist in the detection of “at risk” students and development of plans to prevent further psychological or academic deterioration.
7. Provide faculty and staff training on the early identification of student “at risk” behavior.
8. Coordinate community linkage and referrals to services that support student behavioral improvement.
9. Attend school staffings and maintain contact with School Board personnel including School Resource Officers, teachers, guidance counselors, and school and/or administrators as appropriate.
10. Assure that all volunteers, employees or agents who will be present on school grounds are fingerprinted and have their backgrounds checked as provided by Florida law. First Step will furnish the results of all background checks to the School Board before any of its volunteers, employees or agents will be permitted on school grounds while students are present. First Step will further immediately furnish to the School Board any notifications of arrests it receives with respect to volunteers, employees or agents who are present on school grounds. First Step will bear the cost of the fingerprinting/background checks. The School Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the School Board pursuant to Florida law. Like other visitors to school grounds, First Step volunteers, employees or agents will also be subject to RAPTOR screening on school campuses.
11. Hold harmless, indemnify, and defend the School 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 School 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 Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. Nothing herein shall be construed as a waiver of the School Board's sovereign immunity beyond the statutory waiver as the same may be amended from time to time.

12. During the term of this Agreement, First Step shall maintain general liability and malpractice insurance coverage in at least the following amounts: TWO HUNDRED THOUSAND DOLLARS (\$200,000) per person: THREE HUNDRED THOUSAND (\$300,000) per occurrence with the School Board listed as co-insured. As evidence of such insurance coverage FIRST STEP shall furnish the School Board with a Certificate of Insurance prior to commencing any services under this Agreement.

ADDITIONAL TERMS OF THIS AGREEMENT

1. This Agreement is intended to replace the Agreement between the parties dated August 7, 2018 regarding the Student Assistance Program. Accordingly, the parties agree that the August 7, 2018 Agreement is hereby terminated.
2. This Agreement shall be effective as of August 7, 2018, and remain in effect through June 30, 2019. This Agreement may be modified only with the written consent of both parties. Any party hereto may terminate this Agreement at any time without cause upon written notice thirty (30) days in advance of the desired date of cancellation.
3. The relationship between the School Board and First Step, its employees and agents, shall be that of an independent contractor, and not that of employer/employee or joint ventures.
4. Any notice given or required to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage prepaid, to the School Board at: 1960 Landings Boulevard, Sarasota, Florida 34231, Attention: Superintendent and to First Step at 4579 Northgate Court, Sarasota, FL 34234 or at such other address as either party may direct in writing.
5. The sole and exclusive jurisdiction for any action brought pursuant to this Agreement shall be in the County or Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.
5. First Step shall comply with Florida's Public Records Law including:
 - a) keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
 - b) providing the public with access to public records on the same terms and conditions that the School 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 School Board all public records in possession of First Step 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 School Board in a format that is compatible with the information technology systems of the School Board.

IF FIRST STEP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

By: David J. Beesley, President/CEO
First Step of Sarasota, Inc.

Date

By: Bridget Ziegler, Chair
The School Board of Sarasota County, Florida

Date

Approved for Legal Content,
September 12, 2018, by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH