

Agreement between the School Board of Sarasota County, Florida  
by and through Suncoast Technical College  
and the Literacy Council of Sarasota, Inc.

In an effort to improve the provision of adult education services offered in Sarasota County, the School Board of Sarasota County, Florida, by and through its Suncoast Technical College (STC) enters into this contractual agreement with the Literacy Council of Sarasota, Inc. ("Literacy Council or "COMPANY") through which the Literacy Council will provide tutoring services for adult students at the STC Newtown extension site. STC and the Literacy Council will collectively be referred to as the Parties. The parties enter into this agreement as of \_\_\_\_\_, 2022, to be effective August 10, 2022 and ending on May 26, 2023.

**Scope of Work:** The Literacy Council will provide tutors in Adult Basic Education (ABE) and General Education Development (GED)® skill areas including reading, writing, and math to assist adult students enrolled in the ABE and GED programs at the STC Newtown site, located at 2400 Colson Avenue, Sarasota. Literacy Council tutors will provide a combined total of up to six hours per week of tutoring services at the STC Newtown site between August 10, 2022 and May 26, 2023. When providing services under this contract, tutors will sign in and out on a tutoring log form that will be maintained and verified by an STC Newtown staff member. Tutoring will be scheduled during regular class hours in accordance with the Sarasota County school district calendar and the STC Newtown class schedule. STC will provide space at the STC Newtown site, textbooks, and other instructional materials to support the tutoring services provided. Literacy Council tutors will work under the guidance and direction of STC Newtown instructional staff.

**Deliverables:** Literacy Council tutors will provide one-on-one or small group instruction in reading, writing, and math at the STC Newtown site for adults enrolled in ABE and GED classes.

**Performance standards:** Any tutors provided under this contract will be individuals who have successfully completed 12 hours of tutor training provided through the Literacy Council by a ProLiteracy certified trainer. Tutors will provide instruction in skill areas that are included in the State of Florida Department of Education ABE and GED curriculum frameworks. Tutors will follow guidance from STC Newtown instructional staff to ensure that the tutoring provided supports students' individualized instructional plans.

**Payment:** In consideration of tutoring services provided under this agreement, STC will pay the Literacy Council at the rate of \$45 per hour of tutoring provided for a maximum of six total hours per week during the 38-week project period. Payment will be made following receipt of a monthly invoice from the Literacy Council that includes a report listing the dates and times of tutoring services that were provided during the billing period. Invoiced hours will be verified using the tutoring log form described above under *Scope of Work*. The maximum total amount to be billed in accordance with this agreement is \$10,260. Fees, other than those specified, may not be charged to participants for the tutoring services provided through this agreement.

**Remedies for nonperformance:** Payment will be made based upon the actual hours of tutoring services provided in accordance with the terms of this contract. For any tutoring hours not provided, payment will be reduced at the rate of \$45 per hour.

**Background checks:** COMPANY and its employees, agents, and contractors ("Employees") providing services under this agreement are contractors as defined in Section 1012.467(1)(a), Fla. Stat., and 1012.468(1) Fla. Stat. Before any of the Literacy Council's Employees or agents will be permitted on school grounds while students are present, such Employees will be fingerprinted and they must successfully pass Level 2 and Raptor screening as provided by Florida law and School Board policies. Literacy Council's Employees will coordinate with the School Board to arrange a mutually convenient time for the School Board to conduct the fingerprinting. The School Board will cover the fingerprinting costs of up to two Literacy Council Employees who will be providing services under this agreement during the project period. Therefore, COMPANY shall:

- a) Furnish to the Sarasota County Schools Policy Department Safety and Fingerprint Office: (I) a list of all employees providing services under this Agreement, each of whom will need fingerprint and background checks performed under the BOARD'S Policies and Procedures and Florida law to obtain a badge from the BOARD; (II) a statement of attestations prepared and signed by COMPANY'S Program Director in a form acceptable to the BOARD that Level 2 background checks have been performed in accordance with this Agreement, which shall be updated as needed if personnel providing services change; and (III) notifications of arrests COMPANY receives with respect to Employees who have had a badge issued to him or her.
- b) Assure that its Employees who will be present on school grounds will be fingerprinted and have their backgrounds timely checked pursuant to this Agreement.
- c) Bear the cost of the fingerprinting and the background checks, except as stipulated above.
- d) Acknowledge and agree that the BOARD has the right to refuse entry onto its school ground to any Employee whose background check does not meet the requirements established by the BOARD and Florida law.
- e) Ensure that COMPANY'S Employees will sign in and out in the main office of the school, upon entering and exiting the school grounds.

**Termination:** This Agreement shall commence on August 10, 2022, and end on May 26, 2023. Notwithstanding this term, either party may terminate this agreement without cause upon thirty (30) days written notice to the other party, with neither party owing the other any further performance under this agreement. The School Board may terminate this Agreement immediately if COMPANY materially breaches the terms hereof and fails to timely correct such breach.

**Indemnification:** COMPANY agrees to indemnify, defend, and hold harmless the BOARD and its officers, employees, agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability,



loss, damage, attorney's fees, court costs or expenses of any kind, which may arise from COMPANY'S breach of this Agreement or the negligence, reckless acts, or maliciously intentional acts of its Employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the BOARD of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination or expiration of this Agreement.

**Obligations Pursuant to Florida Statute 448.095.** Pursuant to Florida Statute 448.095, COMPANY shall use the U.S Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/> to verify the employment eligibility of all Employees hired during the term of this Agreement. COMPANY shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Subcontractors shall provide COMPANY with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Florida Statute 448.095. COMPANY shall provide a copy of such affidavit to the BOARD upon receipt and shall maintain a copy for the duration of the Agreement. COMPANY shall provide evidence of compliance with Florida Statute 448.095 within fifteen (15) days of execution of this Agreement and going forward as necessary. Evidence may consist of, but is not limited to, providing notice of COMPANY'S E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and the BOARD may choose to terminate the Agreement at its sole discretion. COMPANY may be liable for all costs associated with the BOARD'S securing the same services and rebidding costs (if applicable and necessary).

**FERPA Compliance.** The Parties are subject to and obligated to comply with the Family Education Rights and Privacy Act ("FERPAA"), 20 U.S.C. 232g, and other federal and state regulations, whereby it is required to protect personally identifiable student information ("PISI") and other confidential information (collectively "Student Data") from unauthorized disclosure. There may be PISI in the Student Data that COMPANY may have access to. COMPANY shall fully comply with the requirements of FERPA, Sections 1002.00 and 1002.221, Florida Statutes, and the federal regulations codified at 34 CFR Part 99, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records and the use, maintenance, access, and disclosure of PISI. COMPANY Employees and subcontractors shall be informed of such compliance obligations and that the intentional disclosure of such information to any unauthorized person could result in criminal and civil penalties imposed by law. COMPANY acknowledges that such willful or unauthorized disclosure violates the provisions of the Agreement and could constitute just cause for termination of this Agreement.

**Notice:** 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 Suncoast Technical College, 4748 Beneva Road, Sarasota, Florida, 34233, and to the Literacy Council of Sarasota, Inc. at 1750 17<sup>th</sup> Street, Building K-3, Sarasota, Florida 34234, to the attention of the Executive Director, or at such other address as either party may direct in writing.

**Publicity:** Any promotion of a significant nature involving the sponsored program must be approved by, coordinated with, and shall include mention of Suncoast Technical College.

**Records:** The Literacy Council shall comply with Florida's Public Records Law including:

- a) keeping and maintaining public records that ordinarily and necessarily would be required by STC in order to perform the service;
- b) providing the public with access to public records on the same terms and conditions that STC 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 transferring, at no cost, to the STC all public records in possession of the Literacy Council upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to STC in a format that is compatible with the information technology systems of the STC.

**If the Literacy Council 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 941-927-9000, [publicrecordrequest@sarasotacountysschools.net](mailto:publicrecordrequest@sarasotacountysschools.net), The School Board of Sarasota County, Florida, 1960 Landings Blvd., Sarasota, FL 34231.**

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

*The Literacy Council of Sarasota, Inc.*

By: Thomas D. Melville  
Thomas D. Melville, Executive Director

Date: April 20, 2022

*The School Board of Sarasota County, Florida*

By: \_\_\_\_\_  
Jane Goodwin, Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Brennan Asplen, Ed.D, Superintendent of Schools

Date: \_\_\_\_\_

Approved for Legal Content  
By Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Date: April 12, 2022  
Signed: MRM