

CONTRACT FOR HEAD START SERVICES
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
and
CHILDREN FIRST, INC.

This Contract is entered into this 17th day of May, 2022, between Children First, Inc., a Florida nonprofit corporation ("Children First") and The School Board of Sarasota County, Florida, ("The Board"). This Contract involves the provision of Head Start services for children and families in the area of early childhood education. The parties agree to the following:

Children First will provide Head Start services at Emma E. Booker Elementary and Alta Vista Elementary; one classroom at Emma E. Booker Elementary and one classroom at Alta Vista Elementary.

1. Children First is responsible for the following:
 - a. To provide Head Start Services for two classrooms, one at Emma E. Booker Elementary and one at Alta Vista Elementary. To work with The Board to ensure the completion of enrollment, contract, and program plan.
 - b. To review Children First Policies and Procedures, and incorporate existing policies to meet standards of both programs.
 - c. To assume all responsibility for the daily operation of the Head Start services, including maintaining sufficient and appropriate staff, providing a developmentally appropriate curriculum, and ensuring a safe and healthy environment for students.
 - d. To pay to The Board \$1,900.00 for each classroom for a total of \$3,800.00, payable in one lump sum to The Board on or before December 1, 2022.
 - e. To provide a comprehensive liability insurance policy in the minimum amount of \$1,000,000.00 per occurrence, naming The Board as an additional insured. As evidence of such insurance coverage, Children First shall furnish The Board with a Certificate of Insurance prior to commencing services under this Contract.
 - f. Children First agrees to:
 1. At its expense, conduct a Level 2 Criminal Background Check on all persons, whether an agent, employee, volunteer or otherwise (collectively referred to as "Employees") providing services under this Agreement. Program Participants must meet the screening standards for each background check as set forth in Florida Statutes Sections 435.03 and 435.04. This assessment includes orientation, in-depth interview, reference checks, police background checks and fingerprinting. Children First will promptly furnish to the School Board's Safety & Security Department,

Fingerprint Office, a full list of their Employees needing a badge and fingerprint and background checks.

2. Furnish the following to Sarasota County Schools Police Department Fingerprint office before any of its Employees will be permitted on school grounds while students are present:
 - (i) A statement of attestation prepared and signed by Children First's CEO or Program Director in a form acceptable to the School Board that Children First has conducted Level 2 background checks for all Employees providing onsite services as required by Section 435.04, Florida Statutes. This attestation and the updated background checks must be updated for each Employee for each subsequent year of the interagency agreement.
 - (ii) Children First will further immediately furnish to Sarasota County Schools Police Department Fingerprint office any notifications of arrests it receives with respect to Employees who had an Agency badge issued. The 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 Board pursuant to Florida law.
 - (iii) Like other visitors to school grounds, Children First's Employees will also be subject to RAPTOR screening on school campuses. Additionally, any Employee must sign in and out of the school district's Volunteers Count! database each time they are on campus.
 - (iv) Children First shall, upon the expiration or termination of this Agreement, work with School Board staff to facilitate the collection of all badges issued to its Employees.
 - g. Children First 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 Contract 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 and limits of liability afforded to The Board under Section 768.28, Florida Statutes. 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.
2. The Board is responsible for the following:
 - a. To maintain an appropriate self insurance fund as permitted by Florida law.

- b. To provide Children First two classrooms for the provision of Head Start services at Emma E. Booker Elementary and one classroom at Alta Vista Elementary on days school is in session at those locations.
- 3. Both Parties agree:
 - a. With respect to Children First's use of the classrooms, The Board will pay for normal water consumption, sewer service, trash collection and electricity. Children First shall pay all occupational licenses or other obligations attributable to the operation of Children First's business on the premises.
 - b. The term of this Contract shall be from August 10, 2022 through May 26, 2023. Either party may terminate this Contract at any time without cause by giving thirty days written notice to the other party.
 - c. There will be no cost to The Board for Children First providing the Head Start services described in this Contract.
 - d. That Children First is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
 - e. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
 - f. Any additions, changes, deletions or modifications to this Agreement shall be void unless agreed upon in writing by both parties.
 - g. Children First shall comply with Florida's Public Records Law including:
 - i) keeping and maintaining public records that ordinarily and necessarily would be required by The Board in order to perform the service;
 - ii) 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;
 - iii) 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
 - iv) meeting all requirements for retaining public records and transfer, at no cost, to The Board all public records in possession of Children First 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.

IF CHILDREN FIRST 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.

The parties have executed this Contract to be effective the day and year above written intending to be fully bound by the terms hereof.

CHILDREN FIRST, INC.

**THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA**

By: _____
Philip Tavill, President & CEO

By: _____
Jane Goodwin, Chair

Date: _____

Date: _____

Approved for Legal Content
By Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Date: May 2, 2022
Signed: MRM

CHILDREN FIRST, INC.
Contract Compliance Checklist

1. ____ Submit certification that each volunteer, employee or agent will be fingerprinted and background checked pursuant to the Contract with results of all background checks.

2. ____ Submit to Risk Management a copy of the agency certificate of insurance in the amount specific in the Contract, naming the School Board of Sarasota County, Florida as co-insured.