



SPECIAL EDUCATION PROGRAM REVIEW AGREEMENT

Sarasota County Schools

April 6, 2023

Thank you for this opportunity to support the work that you and your colleagues are doing on behalf of the children and the educators within Sarasota County Schools (“Sarasota”, “district”, or “school district”). This Agreement has been prepared by Exceptional Learning Solutions for Sarasota and is designed to provide an onsite Special Education Program Review between June 2023 and October 2023.

Founded in 2009, Exceptional Learning Solutions is comprised of a team of experienced education professionals focused on providing schools and school districts nationwide with analysis of organizational, pedagogical, and leadership practices affecting student academic achievement, while providing sustainable, research-established supports affecting employee performance in education. Reliable, results-driven methods are crucial to achieving and sustaining organizational effectiveness; practical, research-tested tools, strategies and protocols are pivotal; and Exceptional Learning Solutions seamlessly provides those necessities to all schools and districts it serves.

Statement of Need

Sarasota seeks to have a thorough and complete analysis of the special education services, structure, and practices in Sarasota. In brief, the desire is to gather evidence and evaluate current IEP development procedures, documentation, and implementation, as well as measure compliance with IDEA regulations and instructional observations for teaching quality in special education classrooms. Exceptional Learning Solutions will provide this review by onsite analysis of current practices, staff interviews, parent interviews, comparison of existing practices to best (research-established) practices in special education and special education leadership, and report on strengths and areas of needed improvement to accelerate academic achievement and comply with all legal requirements for special education in the school.

Program Evaluation Methodology

Exceptional Learning Solutions provides systematic, thorough and comprehensive reviews of programs, systems, and personnel; this initial site-specific process establishes baseline data upon which Exceptional Learning Solutions analysis, determinations and ultimate recommendations are based. Determinations are rendered solely upon the basis of validated and documented evidence, and in accordance with clearly articulated criteria. Further, Exceptional Learning Solutions identifies educational standards achieved and not achieved at the school/district site, and provides detailed strategies for leadership on implementing critical changes within the special education department; changes specific to identifiable needs and deeply focused upon IDEA compliance and student academic performance.

Crucial to Exceptional Learning Solutions’ value is the collaborative involvement of leaders and teachers themselves at the building level. Longitudinal studies by Exceptional Learning Solutions and efficacy researchers nationwide establish that effective interventions and sustainable change occur only if those affected by the interventions “own” and participate in implementation. Consequently, Exceptional Learning Solutions maintains a rigorous focus on collaboration, professionalism, respectfulness and sensitivity in all of its school improvement work, including the program review process. Issues are

explored and probed *with* stakeholders—not independently or in isolation. High standards and high expectations are not compromised by collaboration; instead, opportunities for sustained growth are data-proven to be enhanced.

The Exceptional Learning Solutions program review process provides the school and district with verbal and written feedback that is clear, easily understood and—most importantly—constructive. The program review process itself is divided into three stages: Pre-Evaluation, Site Work, and Post-Evaluation.

Stage One – Pre-Evaluation: During the Pre-Evaluation stage, the Exceptional Learning Solutions team gathers information from multiple sources including school and district level leaders and the teams that support the special education mission. Additionally, the team analyzes a comprehensive range of statistics and information including achievement, referral, placement, attendance and discipline data. Much of the information gathered from the school district is through electronic records, district documentation, district policies, and discussions with district personnel. All school and district data are analyzed to identify trends and also compared to local and state averages.

Stage Two – Program Evaluation Site Work: The district site work gives the program evaluators the opportunity to begin to get to know the special education team, the school staff and the support staff. From this site work, the program evaluators formulate hypotheses about the school that are tested during the program review. The evaluators have daily contact with the building leadership and district leadership. The site work provides opportunities for clarification on evidence gathered and discussion of any concerns. It also provides the special education team an opportunity to present further data and clarify existing information. If necessary, additional evidence from district support personnel may also be sought.

Stage Three – Post-Evaluation: The program reviewers write a summary of the findings, which will include strengths and the points for improvement identified at the end of the program review process. The results are reported back to the district. If requested, together the school/school district and members of Exceptional Learning Solutions prepare an action plan that addresses the next steps identified in the report. This action plan can be integrated with the district’s special education achievement plan.

In accordance with our discussions, we are pleased to provide you with the following agreement for special education program review.

1. Scope-of-Work and Project Schedule.

Scope of Work

Exceptional Learning Solutions will provide all services outlined in the Special Education Program Review Proposal dated March 27, 2023. In addition, Exceptional Learning Solutions will perform the following for Sarasota:

Special Education Program Review

Objectives:

- Dispatch Exceptional Learning Solutions special education experts to conduct observation of ongoing special education instruction, and to conduct interviews of specified school and/or district employees to gather anecdotal and supplementary information relating to current practices and experience
- Analyze all current protocols and practices governing delivery of special education services at Sarasota in its schools and with its member districts (analysis provided by Exceptional Learning Solutions education experts)
- Analyze all applicable special education student data, with appropriate safeguards to protect personally-identifiable information
- Review and analyze existing practices and their relationship to compliance with federal and state mandates
- Initiate and collect data from two (2) parent surveys, one in June 2023 soliciting feedback on the 2022-2023 school year, and the second in August/September 2023 soliciting feedback on the beginning of the 2023-2024 school year

Deliverable(s):

- On the basis of data collected and evaluated, compile and deliver an executive summary-style report that identifies each component of the program review, the findings relating to each component, and both immediate and long-term recommendations on the basis of the findings for the identified Sarasota schools and selected member districts.

Cost: \$150,000

Includes implementation support, planning and travel costs

Sarasota agrees to perform the following:

- Assign a point-person to schedule, arrange, and assist Exceptional Learning Solutions with the logistics and completion of the special education program review.
- Prepare and timely deliver data and other information requests made by Exceptional Learning Solutions related to this project.
- Allow and make the necessary arrangements for relevant teachers and other staff members to participate in interviews, data collection, and other supports.

Special Education Program Review Project Schedule

Description	Estimated Time	Duration
Initial Kick-Off Meeting with Sarasota Leadership Team and Staff	Zoom Meeting	June 12, 2023 (specific dates TBD)

Phase One: Pre-Evaluation	Approximately Two (2) Weeks	June 12-23, 2023 (specific dates TBD)
Phase Two: Program Evaluation Site Work – Sarasota Central Office (overall special education program evaluation)	Two (2) Onsite Days	Week of June 26, 2023 (specific dates TBD)
Phase Two: Program Evaluation Site Work – Parent Survey for 2022/2023 School Year	Sent via Email	Week of June 26, 2023 (specific dates TBD)
Phase Two: Program Evaluation Site Work – Parent Survey for Beginning of the 2023/2024 School Year	Sent via Email	Week of August 28, 2023 (specific dates TBD)
Phase Two: Program Evaluation Site Work – Sarasota Central Office (overall special education program evaluation)	Two (2) Onsite Days	September 6-7, 2023 (dates may be altered)
Phase Two: Program Evaluation Site Work – School #1	One and One Half (1.5) Onsite Days	September 11-12, 2023 (dates may be altered)
Phase Two: Program Evaluation Site Work – School #2	One and One Half (1.5) Onsite Days	September 12-13, 2023 (dates may be altered)
Phase Two: Program Evaluation Site Work – School #3	One and One Half (1.5) Onsite Days	September 14-15, 2023 (dates may be altered)
Phase Two: Program Evaluation Site Work – School #4	One and One Half (1.5) Onsite Days	September 18-19, 2023 (dates may be altered)

Phase Two: Program Evaluation Site Work – School #5	One and One Half (1.5) Onsite Days	September 19-20, 2023 (dates may be altered)
Phase Two: Program Evaluation Site Work – School #6	One and One Half (1.5) Onsite Days	September 21-22, 2023 (dates may be altered)
Phase Two: Program Evaluation Site Work – School #7	One and One Half (1.5) Onsite Days	September 25-26, 2023 (dates may be altered)
Phase Two: Program Evaluation Site Work – School #8	One and One Half (1.5) Onsite Days	September 26-27, 2023 (dates may be altered)
Phase Two: Program Evaluation Site Work – School #9	One and One Half (1.5) Onsite Days	September 28-29, 2023 (dates may be altered)
Phase Two: Program Evaluation Site Work – School #10	One and One Half (1.5) Onsite Days	October 2-3, 2023 (dates may be altered)
Phase Two: Program Evaluation Site Work – School #11	One and One Half (1.5) Onsite Days	October 3-4, 2023 (dates may be altered)
Wrap Up Meeting with Sarasota Leadership and Staff	One (1) Onsite Day	October 5, 2023 (specific dates TBD)
Phase Three: Post-Evaluation	Approximately Two (2) Weeks	October 9-20, 2023 (specific dates TBD)

Final Presentation to the Board of Education	One (1) Onsite Day	October 2023 or November 2023 Board Meeting (or special meeting called for presentation)
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2. Fees and Expenses.

(a) **Fees.** Sarasota will pay Exceptional Learning Solutions fees in accordance with the following (choose one option):

	Option 1: Full payment of \$150,000 invoiced prior to the beginning of the special education program review.
	Option 2: One initial payment of \$75,000 (50% of total cost) at the beginning of the engagement and prior to the commencement of the onsite work, and equal monthly payments for the remainder of the agreement as follows: <ul style="list-style-type: none"> • September 30, 2023: \$37,500 • October 31, 2023: \$37,500

Exceptional Learning Solutions will invoice Sarasota for all fees, and the organization will provide payment to Exceptional Learning Solutions at the time the invoice is received. The total engagement fee for these services is \$150,000, including all expenses.

Payment Options. Payment may be made by check payable to “Exceptional Learning Solutions” or by completing the following information for direct debit from your designated bank account:

Name of Bank

Routing Number

Account Number

I hereby authorize Exceptional Learning Solutions to debit the above referenced account per the terms of this agreement.

By:

Date:

- (b) **Expenses.** Exceptional Learning Solutions will cover all travel and other related expenses to complete the engagement.
- (c) **Statutory Deductions.** Exceptional Learning Solutions shall be paid without applicable statutory deductions, including but not limited to, deductions in respect of income tax, pension, employment insurance, workplace health and safety, and health tax. Exceptional Learning Solutions shall be solely responsible for the remittance of monies to the appropriate government bodies as necessary.

3. Ownership and Use of Deliverables.

- (a) **Ownership of Deliverables.** "Deliverables" shall mean those referenced in Section 1 above. Upon payment of fees, Sarasota will own all rights to the Deliverables.
- (b) **Use of Deliverables.** The parties acknowledge and agree that Sarasota will utilize the Deliverables solely for the business of Sarasota.

4. Term.

Exceptional Learning Solutions' services shall commence on the date on which this document is executed by the parties. The agreement will be in effect from the start date until the special education program review is completed.

5. Termination.

If Sarasota terminates this contract at any time during the term of the agreement, SARASOTA shall pay to Exceptional Learning Solutions, (i) any and all outstanding fees attributable to Exceptional Learning Solutions' work, and (ii) \$70,000.00 termination fee.

6. Carrying out of Services.

Exceptional Learning Solutions shall provide the services in a manner of professional thoroughness and to the standard normally exercised by persons performing work of similar nature. Exceptional Learning Solutions shall comply with all applicable laws and all applicable Sarasota policies and procedures.

7. Governing Law.

This agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Florida and the federal laws of the United States of America. Venue for any disputes arising out of this agreement shall be in the courts located in Broward County, Florida.

8. Severability.

In the event any one or more of the provisions contained in this agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

9. Legal Relationship.

Exceptional Learning Solutions acknowledges that it is an independent contractor and not an employee, agent, joint venturer or partner of Sarasota. Exceptional Learning Solutions assumes full and sole responsibility for the payment of its state and federal income tax, unemployment insurance, social security, disability insurance and other taxes, fees or costs resulting from compensation under the Agreement.

10. Force Majeure.

If either party is delayed in the performance of the terms of this agreement by acts of God, or public enemies, acts of government, or foreign states, or fires, floods, epidemics, quarantine restrictions, strikes, or by riots, insurrections, wars, pestilence, lightning, earthquakes, cyclones, or by other causes which is wholly beyond the control of the party, then an extension of time to any affected service or deliverable may be granted by the other party. Exceptional Learning Solutions shall not be entitled to any additional compensation on account thereof.

11. Confidentiality.

Exceptional Learning Solutions will keep secret and confidential, and will not directly or indirectly use or assist others to use, any confidential information which may be disclosed to Exceptional Learning Solutions by Sarasota by reason of performance of services under this agreement. Such obligations shall not apply to any information which is public knowledge, or any information that is from Exceptional Learning Solutions' repository of professional information arising from Exceptional Learning Solutions' experiences prior to the Term, or from experiences and learning from professional relationships existing or established during the term of this agreement. If either party receives a validly issued judicial or administrative demand requiring disclosure of the other party's confidential information, such party shall provide prompt written notice to the other party of such demand in order for such party to take

actions as deemed appropriate by that party.

12. Other.

- (a) This document constitutes the entire agreement between the parties with regard to the subject matter dealt with herein, and supersedes and replaces all prior representations, negotiations, undertakings, and agreements, whether oral or written, between the parties with respect to this agreement.
- (b) This agreement may not be modified or amended except in writing executed by the parties hereto.
- (c) This document forms the agreement between the parties, on the terms set forth above, upon its acceptance. Acceptance may be effectuated by the signature of Sarasota's authorized representative below.
- (d) An electronic copy of a signature on this document shall have the same effect as an original.

If the terms of this Proposal are accepted please have your authorized representative sign the Acceptance Acknowledgement below, as well as fill in the requested information, scan and return the proposal in its entirety to us at tzoellick@exceptionallearningsolutions.com. It is understood that a fully executed copy of this document shall have the same effect as an original.

Sarasota County Schools

By: Dr. Allison Foster

Its: Interim Superintendent

(Signature)

Date: _____

Exceptional Learning Solutions

By: Todd Zoellick

Its: President

(Signature)