

CONTRACT
Between
LIGHTSHARE BEHAVIORAL WELLNESS AND
RECOVERY, INC.
and
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
FOR STUDENT ASSISTANCE PROGRAM

This contract entered into this 21ST day of May 2024, by and between Lightshare of Sarasota, Inc., a Florida not for profit corporation, 4579 Northgate Court, Sarasota Florida 34234 (hereinafter referred to as "Lightshare") and The School Board of SarasotaCounty, Florida, 1960 Landings Boulevard, Sarasota, Florida 34231 (hereinafter referred to as the "Board"). Lightshare and the Board will be referred to as "Parties," each being a "Party."

PURPOSE

The purpose of this contract is to delineate the relationship and responsibilities shared by Lightshare and the Board regarding The Student Assistance Program ("SAP") provided to students at Riverview High School, North Port High School, Booker High School, Venice High School, Pineview School, Triad Alternative School, Brookside Middle, and Sarasota High School.

The SAP provides comprehensive school-based prevention services for students in 6th through 12th grades. Service components of the program include developmentally appropriate 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. SAP addresses barriers to learning that impact both the individual student and the school to increase student success while improving school climate. SAP staff use effective practices, principals, and strategies along with a systems approach to respond to student problems. SAP partners 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 SAP 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; and
- To develop collaborative relationships with community partners to better serve students.

RESPONSIBILITIES:

The Board shall:

1. Provide access to a location where the SAP Specialist can provide support to students assigned to the Board and the Student's families.
2. Assign a point of contact on campus to assist with enrollment of students and implementation of the program.
3. The following schools will have one (1) full-time SAP Specialist: North Port High School, Sarasota High School, Venice High School, Booker High School, Triad Alternative School, and Pine View School. The following schools will have two (2) Specialists: Riverview High School, and Brookside Middle School.

To cover a portion of the expense of the SAP, each school with one (1) full-time SAP Specialist will pay to Lightshare up to an annual maximum of \$26,250.00 in equal monthly installments of \$2,625.00 for each SAP Specialist from August 2023 through May 2024. Each school with two (2) full-time SAP Specialists will pay to Lightshare up to an annual maximum of \$52,500.00 in equal monthly installments of \$5,250.00 for each SAP Specialist, with the exception of Brookside Middle School, whose SAP Specialists will be fully funded by Lightshare through a private donor if funding is available. Accordingly, the Board will not be responsible for any payments to Lightshare for these positions. The Board will pay only for the months a full-time SAP Specialist is actually working on its campus. Each SAP Specialist shall maintain a student schedule, including the hours of service, attendance log and student record indicating the type of service rendered. A monthly statement of services rendered by Lightshare shall be submitted with the invoice to the Board by the fifteenth (15) of each month.

Lightshare Shall:

1. Provide either one (1) or two (2) full-time SAP Specialists per campus as set forth above.
2. Provide a District Level SAP Coordinator who will be responsible for the overall program supervision, assist with program evaluation and provide back-up and support for the SAP Specialists, as well as consult with district administration on planning, developing and implementing district wide behavioral health strategies. The SAP Coordinator will be a licensed, professional in the state of Florida with a master's or doctoral degree in psychology, social work, counseling, or related behavioral health field (such as LCSW, LMHC, or LMFT). Lightshare will provide a licensed mental health counselor as a designated point of contact. The SAP Specialist will immediately disclose mental health concerns with the school based team.

3. Ensure that SAP's and SAP District Level Coordinator maintain a system of logs that satisfy Board requirements. Lightshare's Employees shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §12329; and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Lightshare shall (i) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or permitted by law and disclose student records only to those who have a need to access the information in order to perform their assigned duties; (ii) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these student records in accordance with FERPA's privacy requirements; and (iii) continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.
4. Actively participate in on campus meetings that pertain to the students assigned to this program.
5. Pay for an external evaluator who will conduct an objective evaluation of the project. The overall evaluation will be the cooperative responsibility of The Office of Research and Evaluation (RAE), the Board, the SAP Coordinator and/or Lightshare Program Director, and the 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. Student information and records, as referenced above in paragraph 3 of this section, shall not be provided to the external evaluator unless the Board and the parent or eligible student, as defined by FERPA, provide written consent. Otherwise, any information provided to the external evaluator shall not contain any personally identifiable information, as defined by FERPA.
6. Assist in the detection of "at risk" students and development of plans to prevent further psychological or academic deterioration. The SAP Specialist will immediately disclose mental health concerns with the school based team.
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 staffing's and maintain contact with Board personnel including Board Resource Officers, teachers, guidance counselors and school administrators as appropriate.
10. Ensure background screening is performed in compliance with Sections 1012.465 and 1012.467, Florida Statutes:
 - a. 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. Employees must meet the screening standards set forth in Sections 435.03 and 435.04, Florida Statutes. The screening assessment includes orientation, in-depth interview, reference checks, police background checks and fingerprinting.
 - b. Furnish to Sarasota County Schools Police Department Fingerprint office before any of its Employees will be permitted on school grounds while student are present the following: (i) A list of Employees providing services at schools and a statement of attestation prepared and signed by the Lightshare's CEO/President or Program Director in a form acceptable to the School Board that Lightshare has conducted a Level 2 background checks for all Employees providing on site services as required by Section 435.04, Florida Statutes to be updated for each Employee for each subsequent year of the Agreement; and (ii) Lightshare will immediately furnish to Sarasota County Police Department any notifications of arrests it receives with respect to Employees who had a Lightshare badge issued.
 - c. 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. Like other visitors to school grounds, Lightshare 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. Lightshare shall, upon the expiration or termination of this Agreement, facilitate the collection of all badges issued to its Employees.
11. 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, it's agents or employees, in their official or individual capacity by reason or 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 Board's sovereign immunity pursuant to Section

768.28, Florida Statutes beyond the statutory waiver as the same may be amended from time to time.

12. During the term of this Agreement, Lightshare shall maintain general liability and malpractice insurance coverage in at least the following amounts: TWO HUNDRED THOUSAND and 00/100 DOLLARS (\$200,000.00) per person: THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000.00) per occurrence with the Board listed as the co-insured. As evidence of such insurance coverage, LIGHTSHARE shall furnish the Board with a Certificate of Insurance prior to commencing any services under this Agreement.

13. Pursuant to Section 448.095, Florida Statutes, Lightshare shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/> to verify the employment eligibility of all employees hired during the term of this Agreement. Lightshare 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 Lightshare with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, Florida Statutes. Lightshare shall provide a copy of such affidavit to the Board upon receipt and shall maintain a copy for the duration of the Agreement. Lightshare shall provide evidence of compliance with Section 448.095, Florida Statutes with fifteen (15) days of the Board's request. Evidence may consist of, but is not limited to, providing notice of Lightshare'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.

ADDITIONAL TERMS OF THIS AGREEMENT

1. This Agreement is intended to replace any previous agreements regarding the SAP. Accordingly, the parties agree that any prior SAP Agreement is hereby terminated.
2. This Agreement shall be effective as of July 1, 2024 and remain in effect through June 30, 2025. 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 Board and Lightshare, 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 Board at: 1960

Landings Boulevard, Sarasota Florida 34231, Attention: Superintendent and to Lightshare 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.
6. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.
7. Lightshare 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 The Public Records 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 Lightshare 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 LIGHTSHARE 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, publicrecordrequests@sarasotacountysschools.net. THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

[SIGNATURES ON FOLLOWING PAGE.]

The Parties execute this Agreement through their authorized representatives fully intended to be bound by the terms hereof.

Honorable Karen Rose, Chair
The School Board of Sarasota County, Florida
Date:

Shawny Robey, MBA, President/CEO
Light Share Behavioral Wellness, Inc.
Date:

Approved as to Form and Legal Content
By: Leonard J Dietzen, III
Substitute Attorney for the School Board of
Sarasota County, Florida

Dated: 5/21/2024