

## **CONTRACT FOR EDUCATIONAL SERVICES**

### **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA and THE FLORIDA CENTER FOR EARLY CHILDHOOD, INC.**

This Contract is entered into on September 3, 2024, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as “THE BOARD,” and THE FLORIDA CENTER FOR EARLY CHILDHOOD, INC., hereinafter referred to as “THE FLORIDA CENTER,” or “Agency” is made for the purpose of providing education to pre-kindergarten students with disabilities. THE BOARD and THE FLORIDA CENTER shall be referred to herein as the “Parties” with each being a “Party”.

WHEREAS, pursuant to Section 1001.42, Florida Statutes, the parties wish to provide Exceptional Student Education Services, hereinafter referred to as “ESE Services” for students who have met the following criteria:

1. The student is now enrolled in or has made application for enrollment in the Sarasota County School District.
2. The student has been appropriately classified as an exceptional student (“ESE student”) by the Sarasota County School District in compliance with state statutes and all pertinent state and local school board rules and criteria.
3. An Individualized Educational Plan (“IEP”) has been established for the ESE student based on assessment results which indicate specific educational and developmental needs and such a plan and needs are agreed upon by the student’s parents or legal guardians and THE BOARD.

With regard to providing education to ESE students who qualify for ESE Services, THE FLORIDA CENTER and THE BOARD agree as follows:

1. THE BOARD agrees:
  - A. It shall provide the same opportunities for in-service training for THE FLORIDA CENTER staff involved in teaching ESE students as are provided to THE BOARD staff members.
  - B. It shall provide consultation from ESE staff upon request from THE FLORIDA CENTER staff.
  - C. It shall provide evaluation and transition planning for ESE Pre-K students aged 3-5 preparing to transition from THE FLORIDA CENTER Program into the Sarasota County School District educational programs.
2. THE FLORIDA CENTER agrees:
  - A. It will provide Supplemental Educational Services to identified and eligible ESE students served at THE FLORIDA CENTER. These services may include transportation, occupational therapy, physical therapy, and language/speech therapy.

B. It shall provide a developmental program to ESE students aged 3-5 at THE FLORIDA CENTER. A schedule of activities for ESE Services shall be provided upon request to THE BOARD.

C. It shall assure that, pursuant to Section 1012.55, Florida Statutes, each person who is employed and renders instructional services as a teacher shall hold a valid substitute, part-time, temporary, or professional Florida Teaching Certificate, or shall be properly appointed by THE FLORIDA CENTER as a non-certificated instructional staff member pursuant to SBE Rule 6A-1.0503 and/or SBE Rule 6A-1.0502. THE FLORIDA CENTER shall provide written notification to THE BOARD of all persons appointed as non-certificated instructional staff. THE FLORIDA CENTER shall provide to THE BOARD the Staff Appointment Verification Form (Appendix A) with all required attachments, documenting the appointment status of each instructional staff member providing services under this Contract.

D. Agency will ensure background screening is performed in compliance with Chapter 1012, Florida Statutes, including Sections 1012.32, 1012.465, 1012.467 and 1012.56, Florida Statutes as applicable. Agency 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. 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. Agency will promptly furnish to the School Board's Safety & Security Department, Fingerprint Office, a full list of Employees needing a badge and fingerprint and background checks. AGENCY shall, upon the expiration or termination of this Agreement, facilitate the collection of all badges issued to its Employees.
2. Furnish to Sarasota County Schools Police Department Fingerprint office before any of its Employees will be permitted on school grounds while students are present the following: (i) A statement of attestation prepared and signed by the AGENCY's CEO/President or Program Director in a form acceptable to the School Board that the Agency has conducted Level 2 background checks for all Employees providing onsite services as required by Section 435.04, Florida Statutes, to be updated for each Employee for each subsequent year of the Agreement; and (ii) Agency will immediately furnish to Sarasota County Schools Police Department 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. Like other visitors to school grounds, AGENCY 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.

E. It shall provide space with furnishings for educational classes and will provide equipment necessary for each class. Final determination as to the need for equipment and furniture shall rest with THE FLORIDA CENTER.

F. It shall provide a monthly attendance record of ESE students to THE BOARD. In

addition, a report relating to student progress on meeting IEP goals shall be submitted to THE BOARD at least quarterly for each ESE student. Copies of such progress reports shall be maintained in each student's educational record.

G. It shall conduct meetings as necessary to review and revise each ESE student's IEP. THE FLORIDA CENTER shall not make any changes to the IEP unless THE BOARD has authorized the changes. The ESE student's parent or legal guardian and THE BOARD or its representative shall be involved in all decisions regarding the ESE student's IEP and shall agree to any proposed changes prior to those changes being made. THE BOARD shall have responsibility for compliance with State Board Rules.

H. **E-Verify Compliance.** Pursuant to Florida Statute 448.095, Agency 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. Agency 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 Agency with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Florida Statute 448.095. Agency shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Agency shall provide evidence of compliance with Florida Statute 448.095 within fifteen (15) days of the School Board's request. Evidence may consist of, but is not limited to, providing notice of Agency's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and the School Board may choose to terminate the Agreement at its sole discretion. Agency may be liable for all costs associated with the School Board's securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if applicable and necessary).

I. **FERPA Compliance.** In the event Agency receives student records and/or information in the course of providing services, it shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Agency 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.

3. Both Parties agree:

A. THE FLORIDA CENTER shall retain full control and discretion as to the appointment or removal of any instructional staff member employed by THE FLORIDA CENTER. THE BOARD may report to THE FLORIDA CENTER any FLORIDA CENTER employee that is deemed by THE BOARD to be performing in a manner incompatible with the provisions of an adequate educational program to ESE students.

B. Staff of THE BOARD shall be permitted to review the program provided by THE

FLORIDA CENTER, including IEP, evaluation reports and progress reports, and may confer with THE FLORIDA CENTER'S staff at reasonable times, as agreed by both parties.

C. Upon request, THE FLORIDA CENTER shall provide the State Board of Education, Bureau of Exceptional Education and Student Services with ESE students' attendance and IEP information.

D. THE BOARD agrees to pay THE FLORIDA CENTER 95% of the FTE generation utilizing the adjusted Florida DOE cost factors used to calculate the ESE guarantee fund. Funding for the regular school year and the Extended School Year ("ESY"), if applicable, will be calculated as follows, for students ages 3-5:

Matrix 251 – \$7,082.00 per year

Matrix 252 – \$9,372.00 per year

Matrix 253 – \$12,825.00 per year

Matrix 254 – \$20,020.00 per year

Matrix 255 – \$32,488.00 per year

Payment shall be calculated monthly by:

Multiplying the students in each matrix category by the yearly FTE

Adding the totals

Dividing by 10

Payments shall be disbursed monthly. A student must be enrolled for a minimum of one-half of the school days in a month to be eligible for reimbursement. Reimbursement and dates for ESY services provided by THE FLORIDA CENTER shall be specified in a written agreement between THE FLORIDA CENTER and the Superintendent.

The Contract Compliance Checklist (Appendix B) with all accompanying documentation must be returned to the Exceptional Student Education Department prior to any reimbursement being issued pursuant to this Contract. Total reimbursement under this Contract shall not exceed \$289,311.00, unless the Superintendent elects to include ESY services to students served by THE FLORIDA CENTER.

E. Other than the payment described in Section 3, item (D), above, this Contract is not intended to provide any mechanism by which monies are paid or received from either party for the fulfillment of the duties set forth herein. Each party shall seek payment for services rendered from whatever sources are available to it and shall not look to the other party for payment for those services. This Contract is intended to set forth the agreement between the parties by which the delivery of ESE Services to students aged 3-5 may be provided at THE FLORIDA CENTER.

F. During the term of this Contract, THE FLORIDA CENTER shall maintain public liability and malpractice insurance coverage in at least the following amounts: TWO HUNDRED THOUSAND DOLLARS (\$200,000) per person; THREE HUNDRED THOUSAND DOLLARS (\$300,000) per occurrence; and ONE MILLION DOLLARS (\$1,000,000) umbrella coverage with THE BOARD listed as a co-insured. As evidence of such insurance coverage THE FLORIDA CENTER shall furnish THE BOARD with a Certificate of Insurance prior to commencing any services under this Contract.

G. THE FLORIDA CENTER 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 afforded to THE BOARD under Florida law. 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.

4. Other Provisions:

A. Any additions, changes, deletions, or modifications to this Contract shall be void unless agreed to in writing by both parties.

B. Any disputes relating to implementation of the provisions of this Contract may be resolved by informal meetings and/or conferences between THE BOARD's Executive Director of Exceptional Student Education or his/her designee and the appropriate representative(s) of THE FLORIDA CENTER.

C. This Contract shall commence August 10, 2024, and shall terminate June 30, 2025, unless terminated at an earlier date by either party. Either party may terminate this Contract at any time without cause by giving thirty days written notice.

D. Any notice given pursuant to this Contract shall be made to THE FLORIDA CENTER FOR CHILD AND FAMILY DEVELOPMENT, INC. to the attention of the Executive Director at 4620 17<sup>th</sup> Street, Sarasota, FL 34235, and to THE BOARD to the attention of the Executive Director of Exceptional Student Education at 1960 Landings Blvd., Sarasota, FL, 34231.

E. THE FLORIDA CENTER and THE BOARD mutually warrant that the program shall be in compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Educational Amendments of the 1974 and Section 504 of the Rehabilitative Act of 1973.

F. The sole and exclusive jurisdiction for any action brought pursuant to this Contract shall be in the County or Circuit Court of the Twelfth Judicial Circuit, in and for Sarasota County, Florida.

G. THE FLORIDA CENTER 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 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 BOARD all public records in possession of THE FLORIDA CENTER 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 THE FLORIDA CENTER 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](mailto:publicrecordrequest@sarasotacountyschools.net), THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.**

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Karen Rose, Chair

ATTEST:

By: \_\_\_\_\_  
Terrence Connor, Superintendent

Approved as to Form and Legal Content  
by Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: MRM  
Date: August 21, 2024

THE FLORIDA CENTER FOR EARLY CHILDHOOD, INC.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## (APPENDIX A)

### **STAFF APPOINTMENT VERIFICATION FORM**

School or Agency \_\_\_\_\_

I do hereby certify that the following staff members have been employed as instructional staff pursuant to the current agreement with the Sarasota School District.

<b>Staff Members Holding Current Florida Teacher Certification</b>		<b>Staff Members Appointed as Non-Certificated Pursuant to Florida Statutes and State Board of Education Regulations</b>	
Name	Social Security Number	Name	Social Security Number

Please attach the following documentation:

For teachers holding a current Florida Teaching Certificate:

A copy of the current certificate

For teachers appointed as non-certificated teachers:

A copy of any and all documents verifying each teacher's qualifications to be appointed  
(Examples might include, copies of college degree(s), resumes verifying education and experience, documentation of participation in specialized training, etc.)

A copy of the school or agency personnel procedures including salary schedules, procedures for dismissal or reassignment, procedures for performance assessment, and training requirements for staff.

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(APPENDIX B)



**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**  
**EXCEPTIONAL STUDENT EDUCATION**

**1960 Landings Boulevard      Sarasota, Florida 34231**

**Phone (941) 927-9000**

**FAX (941) 927-4052**

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**Contract Compliance Checklist**

Contracting School Or Agency: \_\_\_\_\_

The following documentation must be attached to the Contract Compliance Checklist and returned with the fiscal contract authorizing reimbursement. No reimbursement can be made under this Contract until all items specified on the Contract Compliance Checklist are received by the Department of Exceptional Student Education at the address above.

1. \_\_\_\_\_ Certification that each staff member working hereunder has been level II fingerprinted and background checked with satisfactory results as provided in Sections 1012.32 and 1012.465 Florida Statutes, pursuant to the Contract.
2. \_\_\_\_\_ A copy of the school or agency certificate of insurance in the amounts specified in the Contract, naming the School Board of Sarasota County as co-insured.
3. \_\_\_\_\_ A copy of the Staff Appointment Verification Form confirming the appointment of each teacher as certified, or non-certificated, with appropriate documentation for each.
4. \_\_\_\_\_ A copy of the current Individual Educational Plan (IEP) for each student served under this Contract.
5. \_\_\_\_\_ A copy of the daily or weekly class schedule documenting a minimum of 1500 minutes of instructional time weekly (1200 minutes minimum for Pre-K students).
6. \_\_\_\_\_ A copy of the DOE Information Data Base Requirements form on each employee involved with students.

Submitted by:

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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For School Board Use

Contract Compliance Checklist Complete    Yes      No

If no, date and method of notification to school or agency regarding needed information.

\_\_\_\_\_  
Signature of Executive Director of Exceptional Student Education or Designee

\_\_\_\_\_  
Date



**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**  
**Exceptional Student Education**  
**1960 Landings Boulevard Sarasota, Florida 34231**  
**Phone (941) 927-9000 Fax (941) 927-4052**

**DOE INFORMATION DATABASE REQUIREMENTS**

**School or Agency:** \_\_\_\_\_

**Last Name:** \_\_\_\_\_ **First Name:** \_\_\_\_\_

**Sex:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_ **Certificate Number:** \_\_\_\_\_

**Degree: (circle one)**

Child Development Associate (CDA) or CDA Equivalent

Name and State Degree was earned at: \_\_\_\_\_

Associate degree

Name and State Degree was earned at: \_\_\_\_\_

Bachelor's Degree

Name and State Degree was earned at: \_\_\_\_\_

Master's Degree

Name and State Degree was earned at: \_\_\_\_\_

Specialist

Name and State Degree was earned at: \_\_\_\_\_

Doctorate

Name and State Degree was earned at: \_\_\_\_\_

Not applicable \_\_\_\_\_

**Social Security Number** \_\_\_\_\_ **Date of Hire** \_\_\_\_\_

**Job Title:** \_\_\_\_\_ **Employee D.O.B.** \_\_\_\_\_

**Name of Cost Center working for:** \_\_\_\_\_

**Race of Employee (two-part question)**

1) Are they Hispanic or Latino      **Y** \_\_\_\_\_ **N** \_\_\_\_\_

2) Check as many as apply \_\_\_\_\_ American Indian or Alaska Native, \_\_\_\_\_ Asian, \_\_\_\_\_ Black or African American, \_\_\_\_\_ Native Hawaiian or Pacific Islander, \_\_\_\_\_ White

**Type of Employee: (Please check one)**

\_\_\_\_\_ Full-Time Employee      \_\_\_\_\_ Part-Time Employee

**Exempt From Public Records Law:** \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

**Employee's Address:** \_\_\_\_\_ **APT #** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Is the Employee Paid:** (Please check one) \_\_\_\_\_ Hourly \_\_\_\_\_ Daily \_\_\_\_\_ Salary

**Rate of Pay:** \$ \_\_\_\_\_

**Frequency of Pay:** (Please check one) \_\_\_\_\_ weekly \_\_\_\_\_ biweekly \_\_\_\_\_ monthly

**Number of Days the Employee works in a year:** \_\_\_\_\_

**How many months a year does the Employee work?** \_\_\_\_\_

**Evaluation:** (Please check one) \_\_\_\_\_ Needs improvement  
\_\_\_\_\_ Not determined to be in need of improvement  
\_\_\_\_\_ Not a classroom teacher

**Identify each type of professional experience for instructional and instructional administrative employee (excluding substitute teachers). Put years of experience in space before each category.**

\_\_\_\_\_ Service to the district in current job code assignment  
\_\_\_\_\_ Teaching in current district  
\_\_\_\_\_ Administration in Education  
\_\_\_\_\_ Military Service  
\_\_\_\_\_ Teaching in Florida public schools  
\_\_\_\_\_ Teaching in Florida nonpublic schools  
\_\_\_\_\_ Teaching in out-of-state public schools  
\_\_\_\_\_ Teaching in out-of-state non-public schools

**Staff Fiscal Year Benefits**

Health/Hosp	Life Insurance	Social Security	Retirement
_____	_____	_____	_____
Annuity Plan	Unemployment	Worker Comp	Cafeteria Plan
_____	_____	_____	_____
Other	Medicare	Cafeteria Adm.	
_____	_____	_____	

**Teacher Exit Interviews:** \_\_\_\_\_ Date Left \_\_\_\_\_

Exp (years of professional experience for the teaching job “00” indicates employee in first year of assignment):  
\_\_\_\_\_

**Separation reason (Please check)**

_____ Promotion/Transfer to a non-teaching position in the district	_____ Probationary
_____ Resignation; includes retirement	_____ Reduction in force
_____ Not re-appointed to position; contract expiration	_____ Job abandonment and death
_____ Performance; unsatisfactory job performance; failure to obtain adequate certification or certification expiration	

**Voluntary Reasons**

_____ Inadequate salary	_____ Lack of opportunity for advancement
_____ Dissatisfaction with supervisor	_____ Dislike/unsuitability for assigned duties

**Future Plans**

_____ at a nonpublic school within the district	_____ within another district in Florida
_____ outside the State of Florida	