

## EDUCATION SERVICES AGREEMENT

**THIS EDUCATION SERVICES AGREEMENT** (the “**Agreement**”), dated August 11, 2021, between and among **SPECIALIZED EDUCATION OF FLORIDA, INC.**, (“**SESI**”), and **THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA**, a public-school SCHOOL BOARD organized and existing under the laws of the State of Florida, (“**SCHOOL BOARD**”). SESI and SCHOOL BOARD are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

### Background

- A. WHEREAS, SCHOOL BOARD is a public-school board organized and existing under the laws of the State of Florida;
- B. WHEREAS, SESI is an education service provider with experience in designing and implementing alternative education programs for public school districts and other local education agencies.;
- C. WHEREAS, SCHOOL BOARD desires to engage SESI to provide an emotional support and therapeutic education program (the “**Program**”) for a certain population of the SCHOOL BOARD’s exceptional education students and other students with behavioral issues as may hereafter be identified from time to time and placed in the program by SCHOOL BOARD (each, a “**Student**” and collectively, the “**Students**”). SESI desires to provide the Program, subject to the terms and conditions of this Agreement; and,
- D. NOW, THEREFORE, in consideration of the premises and the mutual promises set forth tending to be legally bound, the Parties agree as follows:

### 1. Engagement and General Provisions

- 1.1. Engagement of SESI. SCHOOL BOARD engages SESI, and SESI accepts such engagement, to implement the Program and perform and provide the Services (as defined below) in accordance with this Agreement Florida and Federal law.
- 1.2. Relationship of the Parties. SESI is an independent contractor. Neither SESI nor any of its employees, contractors or agents shall be deemed to be the servants or employees of SCHOOL BOARD and neither SCHOOL BOARD nor any of its employees, contractors or agents shall be deemed to be the servants or employees of SESI. Nothing contained herein shall create:
  - 1.2.1. a partnership or joint venture between SESI and SCHOOL BOARD;
  - 1.2.2. any ownership interest of SESI in SCHOOL BOARD; or,
  - 1.2.3. any ownership interest of SCHOOL BOARD in SESI.
- 1.3. Nothing in this Agreement shall be construed to prevent or prohibit SESI from providing services to any other school district, education agency, person, organization or entity provided that such services do not interfere with the performance of the Services hereunder.
- 1.4. Contract/Agreement Administration. The Parties shall each appoint a representative who shall act as a liaison between the Parties. The representative(s)’ duties shall include, but not be limited

to, supervising and assuring the implementation of the provisions of this Agreement. The Parties shall meet at least monthly to review and discuss the administration of this Agreement.

## **2. SESI's Obligations.**

### **2.1. Social Emotional and Behavior (SEB) Program Overview**

2.1.1. Student Enrollment. SESI shall provide programming for up to one hundred twelve (112) total students in the SEB Program with a maximum of forty-eight (48) students in Elementary (grades K-5), sixty-four (64) students in Middle and High School (grades 6-12).

2.1.2. Class Size and Count. SESI shall provide seven (7) total classes for the SEB program. Classes shall be dedicated to the following cohorts: three (3) classes shall be for students in Elementary (grades K-5), four (4) classes shall be for students in Middle School and High School (grades 6-12). Each classroom will have a maximum of sixteen (16) students. Class sizes will range from twelve (12) to sixteen (16) students. SESI and DISTRICT may mutually agree to temporarily expand the maximum number of students per class when determining if an additional class is warranted.

2.1.3. Student Eligibility. To be eligible for the SEB Program, a Student must be enrolled in or be eligible to be enrolled in the Santa Rosa County School District in grades kindergarten to 12th grade and exhibit, to a marked degree, any one or more of the following behaviors:

2.1.3.1. Behavior that is so unruly, disruptive, or abusive that it seriously interferes with a teacher's ability to conduct effective instruction with the students in a class, with the ability of the Student's classmates to learn, or with the operation of the school or a school-sponsored activity;

2.1.3.2. Disregard for school authority, including persistent or repeated violation of SCHOOL BOARD policies and/or rules;

2.1.3.3. Commission of a serious infraction of the Student Code of Conduct;

2.1.3.4. Violent or threatening behavior or misconduct that would warrant intensive disciplinary procedures, including recommendation for disciplinary placement, according to the Student Code of Conduct;

2.1.3.5. Students who qualify for Florida Standard Access Points through the IEP process and are able to understand and follow the programmatic design and level system with reasonable supports; and/or,

2.1.3.6. Other behavioral, social emotional, or mental health needs which have been determined, by SCHOOL BOARD representatives, to be best supported by the SEB Program.

### **2.2. Supplemental Services Section.**

#### **2.2.1. Significant Cognitive Impairment (SCI) Program Overview**

2.2.1.1. Student Enrollment. SESI shall provide programming for up to ten (10) total students in the SCI program.

- 2.2.1.2. Class Size and Count. SESI shall provide one (1) total class for the SCI Program dedicated to service students from grade 5 to 22 years of age. The SCI classroom will have a maximum enrollment of ten (10) students.
- 2.2.1.3. Student Eligibility. To be eligible for the SCI Program, a Student must be enrolled in or eligible to be enrolled in the Santa Rosa County School District from grades 5 to age 22, whose needs may be met by SESI as determined by the Parties, and exhibit, to a marked degree, any one or more of the following:
  - 2.2.1.4. Identification with an exceptionality including, but not limited to,
    - 2.2.1.4.1. Autism Spectrum Disorder (ASD),
    - 2.2.1.4.2. Intellectual Impairment,
    - 2.2.1.4.3. Multiple Disabilities, and
    - 2.2.1.4.4. Other Health Impairments (OHI).
  - 2.2.1.5. Demonstrate significant deficits in the areas of communication, independent functioning, and/or executive functioning.
  - 2.2.1.6. Demonstrate inhibitory control deficits.
  - 2.2.1.7. Require constant supervision and need for increased staff to student ratios for support; and/or,
  - 2.2.1.8. Other behavioral, social emotional, cognitive, or mental health needs which have been determined, by SCHOOL DISTRICT representatives, to be best supported by the SESI SCI Program.
- 2.2.2. SESI will make available a CBSA Classroom for students who experience severe difficulties communicating present unique educational programming challenges, due to complications with ability to receive, send, process, and comprehend both verbal and nonverbal communication systems. This includes students with significant communication, behavior, social, and cognitive deficits. In the event the CSBA Classroom is needed for SCHOOL BOARD students, the parties will execute an addendum to this Agreement outlining the duties of the SCHOOL BOARD and SESI related to the CSBA Classroom.
- 2.3. Program Components.
  - 2.3.1. Instruction and Curriculum. SESI will provide students with a standards-based educational program aligned with the SCHOOL BOARD's core curriculum. SESI will employ the SCHOOL BOARD's curriculum, course scope and sequence, assessment cycle, and assessments. Students must have access to the core subjects (English, Math, Social Studies, and Science) in accordance to what is offered by the SCHOOL BOARD for their grade level. Students should also be exposed to special area content such as music and art. All instruction shall be designed to permit Students to achieve course completion or course credit, including end-of course examinations and subject area examinations if required in SCHOOL BOARD schools.
  - 2.3.2. Academic and Behavioral Gains. SESI shall endeavor to provide an appropriate and legally compliant educational program for all Students so they may satisfy reasonable, appropriate academic and behavioral goals. SESI shall use its best efforts to ensure that each Student who has attendance of at least eighty percent (80%) and who has been enrolled in SESI for at least one hundred twenty (120) School Days attains one (1) grade level advancement toward achieving the state's content standards unless otherwise defined by an IEP or Section 504 plan.

- 2.3.3. Instruction and Assessment Calendar. SESI Programs shall follow the SCHOOL BOARD'S instructional and assessment calendars.
- 2.3.4. Instructional Minutes. SESI shall create and implement a master schedule demonstrating daily instructional minutes at or beyond the required three hundred thirteen (313) for secondary students and three hundred twenty-four (324) for elementary students.
- 2.3.5. Instructional Materials. SESI shall supply the computers, textbooks, instructional materials, and supplemental materials necessary to conduct the Program.
- 2.3.6. Assessments. SESI shall administer all required State assessments and SCHOOL BOARD assessments, including progress monitoring, to all students in grades Kindergarten through age twenty-two (22). To the extent permitted by law, if required in an IEP for an Exceptional Student Education (ESE) Student, these assessments and examinations shall be administered. All assessment procedures, including providing appropriate accommodations for students protected under the Individuals with Disabilities Education Act (IDEA) and Section 504, must be strictly adhered to in accordance with assessment, SCHOOL BOARD, State, and Federal protocols.
- 2.3.7. Graduation. For Students who complete all State and SCHOOL BOARD requirements for high school graduation, SESI shall certify such completion to the SCHOOL BOARD and the SCHOOL BOARD shall accept such certification and such Student shall be eligible to receive a diploma from the SCHOOL BOARD. Students who complete graduation requirements shall be eligible to participate in the graduation ceremony at their zoned school pending principal approval and under the condition they attended school at the respective school for at least one semester. The Student would be ineligible for this opportunity if the graduation occurs during the period of a student's SCHOOL BOARD approved disciplinary placement.
- 2.3.8. Credit Recovery. SESI will use the SCHOOL BOARD approved curriculum, as the credit recovery platform.
- 2.3.9. Multi-Tiered Systems of Supports (MTSS) and Interventions. SESI shall provide a continuum of services including academic and behavioral interventions based on student performance and need. The interventions shall be consistent with a MTSS model in conjunction with guidance from the Office of Continuous Improvement. Such interventions shall be implemented with fidelity, progress will be monitored consistently, and interventions will be adjusted, modified, or changed based on student response to intervention. The MTSS data will be utilized for a variety of purposes and will be necessary for decisions related to eligibility for ESE and 504 services.
- 2.3.10. Counseling and Social Work Services. SESI will provide regular counseling and social work services for all Students. This will include weekly skill-based groups, and individual counseling on an as-needed basis, for all Students based on their behavioral needs. SESI will also provide other social work or counseling support as needed.
- 2.3.11. Conferences and Meetings. The SCHOOL BOARD may periodically schedule conferences with parents, students, SCHOOL BOARD representatives, and SESI's teachers and

representatives to discuss and evaluate students' daily academic and behavioral progress. SESI will participate in good faith in such conferences and meetings.

2.3.12. Individualized Education Plans (IEP). SESI shall update each IEP annually in accordance with applicable laws and shall notify the SCHOOL BOARD's Department of Exceptional Student Education of the schedule of each annual IEP meeting with each ESE Student's parent/legal guardian. A member of the Department of Exceptional Student Education shall be notified in writing of each IEP meeting at least ten (10) working days prior to such meeting, and such member shall attend such IEP meeting and serve as the Local Education Authority (LEA) (as defined under IDEA) representative on behalf of SESI.

2.3.13. Child Find. SESI will work in conjunction with the SCHOOL BOARD to comply with the IDEA's Child Find requirements. SESI shall identify and notify the SCHOOL BOARD's Department of Exceptional Student Education of all eligible students who require initial evaluation(s) for ESE services or re-evaluation(s). The SESI staff should work collaboratively with SCHOOL BOARD personnel (ESE and Student Services) to assist with initiating the referral process and/or identifying appropriate evaluations to complete the evaluation or re-evaluation process.

2.3.14. Regulations. SESI shall provide and perform the services in accordance with all applicable Federal, State, and local statutes, ordinance, resolutions and regulations (collectively, "Laws"), including, without limitation, the Individuals with Disabilities Education Act, and regulations promulgated thereunder, the Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder, and all other laws, rules, regulations, and policies of the Florida Department of Education and United States Department of Education.

2.3.15. IEP and Section 504 Assurances. SESI staff shall ensure all components of any Student's IEP and Section 504, including services, supports, and accommodations, are implemented with fidelity.

2.3.16. Deferment. In accordance with IDEA's Free Appropriate Public Education (FAPE) requirements, and additional obligations to provide services to those students with disabilities who have not received their standard diploma, SESI will provide a free appropriate public education for students through the last instructional day of the school year for all students in the Santa Rosa County School District in which the student turns twenty-two (22); provided that the student was twenty-one (21) years old on the first instructional day of school for all students in the Santa Rosa County School District.

2.3.16.1. This extension works in conjunction with a decision to defer the receipt of the standard high school diploma. SESI will adhere to procedures regarding Deferment consistent with the SCHOOL BOARD's Student Pupil Progression Plan.

2.3.17. Functional Behavior Assessment (FBA) and Positive Behavior Intervention Plan (PBIP). STUDENTS placed at SESI by the SCHOOL BOARD are typically STUDENTS with intensive behavioral needs. As such, SESI agrees to seek consent to conduct an FBA for any STUDENT placed at SESI pursuant to this Agreement. SESI will be responsible for conducting the FBA in coordination with a member of the SCHOOL BOARD's Department of Exceptional Student

Education. If a student requires a PBIP, SESI will be responsible for creating and/or revising as well as implementing the student's PBIP in coordination with a member of the SCHOOL BOARD's ESE Department. Each student's PBIP will be updated at his/her transition meeting for SESI in accordance with the student's needs to define the supports and strategies provided at SESI.

- 2.3.18. Extended School Year (ESY) and Credit Recovery. SESI shall provide ESY services to students enrolled at SESI who have been deemed eligible through the IEP process and Summer School options for any student enrolled at SESI who is in need of credit recovery. The cost of this program will be negotiated between the Parties and memorialized via an addendum by May 1, of the subject ESY.
- 2.3.19. Attendance Records. SESI will consistently document student attendance in accordance with SCHOOL BOARD procedures for each respective grade band in the SCHOOL BOARD's Student Information System (i.e. Focus).
- 2.3.20. Attendance and Truancy. SESI will use its best efforts to promote and encourage each Student's attendance and document efforts to assist Students and their families in maintaining good attendance. SESI shall comply with all state and SCHOOL BOARD reporting requirements in effect relating to truancy. SESI will monitor each Student's attendance and take necessary steps to address truancy consistent with procedures defined by the Director of Continuous Improvement.
- 2.3.21. Disciplinary Strategies and Alternatives to Removal. SESI shall exhaust all reasonable disciplinary techniques to modify the Student's behavior and investigate alternatives to expulsion. If, in SESI's judgment, such techniques have been unsuccessful, or the behavior includes continued participation in criminal activity, behavior which poses a serious threat to the safety and security of others, or chronic misbehavior, SESI shall convene a meeting with the necessary stakeholders including SCHOOL BOARD representatives and external agencies as appropriate to adjust plans to best support the Student at SESI.
- 2.3.22. Discipline Procedures. SESI shall establish and enforce general rules of Student behavior, which shall be consistent with the SCHOOL BOARD's Student Code of Conduct and the SCHOOL BOARD's policies regarding discipline.
- 2.3.23. Serious Behavioral Infractions. SESI shall report to the SCHOOL BOARD's appropriate Grade Level Director, through the SCHOOL BOARD's Student Information System (i.e., Focus), and to the appropriate law enforcement agency, any Student who engages in criminal activity, or puts the health, safety, and/or welfare of Students or staff at risk, while in a SESI Program.
- 2.3.24. Manifestation Determination Meetings. Should a SESI student be subjected to a removal from his or her regular education program for a cumulative ten (10) days during any school year, the SCHOOL BOARD's ESE Representative must be notified immediately to schedule a Manifestation Determination Meeting. Students protected under IDEA and Section 504 may not be removed from their regular education program for more than ten (10) days, cumulative or consecutive, in a school year without constituting a change in placement and implementing additional procedures.

2.3.25. Due Process Hearings. A student, parent, or guardian who indicates at an IEP, EP, or Section 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by SESI. SCHOOL BOARD shall provide the appropriate forms to SESI upon SESI's request so that SESI may provide to the requesting student, parent, and/or guardian. These forms shall also be provided upon request at any other time.

- 2.3.25.1. Due process hearing requests, federal and state complaints, or other complaints related to services to exceptional students demanding legal relief shall be forwarded to the SCHOOL BOARD's ESE Director and the SCHOOL BOARD's General Counsel within one (1) school day of receipt.
- 2.3.25.2. SCHOOL BOARD will select and assign an attorney to defend any due process hearing requests, federal and state complaints, or other complaints related to services to exceptional students. SESI may also hire an attorney at its cost to consult and cooperate with the attorney selected by SCHOOL BOARD. Final decisions on legal strategies shall be made by the SCHOOL BOARD's attorney in consultation with SESI.
- 2.3.25.3. In cooperation with the assigned attorney, SESI is responsible for scheduling resolution and mediation meetings as required under State and Federal law.
- 2.3.25.4. SESI shall bear all the costs associated with the administrative due process hearing, federal and state complaints, or other complaints demanding legal relief, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, SESI shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the SCHOOL BOARD shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the SCHOOL BOARD, if any.
- 2.3.25.5. The SCHOOL BOARD shall ensure that (1) the due process hearing and/or federal and state complaints, or other complaints related to services to exceptional students demanding legal relief is conducted pursuant to applicable State laws and rules, (2) a final decision is reached, and (3) a copy of the decision is mailed to the parties.
- 2.3.25.6. SESI shall bear all the costs associated with the administrative due process hearing federal and state complaints, or other complaints against SESI demanding legal relief, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, SESI shall pay any and all reasonable attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the SCHOOL BOARD shall assume or reimburse the costs of the defense any and all reasonable attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded attributable to, caused by or through the fault of the SCHOOL BOARD, if any. Costs and fees incurred will be automatically reduced from any FTE funds passed through the SCHOOL BOARD to SESI, without any penalty of interest, although SESI may request, and the parties agree to a payment plan.

- 2.3.25.7. If SESI receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to SESI and could involve the SCHOOL BOARD, SESI shall within one (1) school day notify the SCHOOL BOARD and provide the SCHOOL BOARD any documentation from the agency. SESI shall fully cooperate with the SCHOOL BOARD during the investigation and proceeding and provide the SCHOOL BOARD any relevant information. SESI shall bear all costs associated with the investigation. However, the SCHOOL BOARD shall assume or reimburse the costs attributable to, caused by, or through the fault of the SCHOOL BOARD, if any.
- 2.3.26. Emergency Procedures. SESI will follow all Federal and State regulations regarding implementation and documentation of crisis intervention procedures, including the use of physical restraint. SESI will not use secure seclusion or mechanical restraints of any kind.
- 2.3.27. Evaluation of Student Progress. SESI shall perform periodic reviews and evaluations of progress and appropriateness of placement. No less frequently than once a month, SESI shall review with the SCHOOL BOARD's ESE Department the results of each Student's progress. If, as a result of such review and evaluation, SESI and the SCHOOL BOARD's ESE Department have sufficient data to consider the SESI Program is no longer appropriate or necessary for a Student, SESI's Student Services Coordinator/ESE Liaison shall schedule an IEP team meeting to review student performance and make an informed decision. Students placed through a disciplinary action with SCHOOL BOARD approval will remain at SESI consistent with the SCHOOL BOARD's determination.
- 2.3.28. Reintegration Plans. SESI, in conjunction with members of the SCHOOL BOARD's ESE Department, shall develop and implement a Reintegration Plan acceptable to the SCHOOL BOARD for each Student who is transferred from a SESI Program to the SCHOOL BOARD. The Reintegration Plan shall detail supports the Student has received at SESI and strategies to support academic, social, emotional, behavioral, and/or mental health which has provided benefit to the Student while enrolled at SESI. A transition meeting should be held for all Students transitioning from SESI to other SCHOOL BOARD schools facilitated by a SESI representative and shall include members of the receiving school, ESE Department representatives, and other stakeholders as appropriate. This transition meeting is independent of any IEP team procedures for transfer of schools.
- 2.3.29. Transportation Supports. The SCHOOL BOARD and SESI agree that certain disciplinary conditions that pose a hazard to the safety of SCHOOL BOARD school bus staff, students, and the public call for a level of supervision on the school bus that exceeds the scope of SCHOOL BOARD-provided supervision for student transportation. Under these conditions, it may be necessary to re-assert continuity between the SESI campus disciplinary climate and the school bus disciplinary climate by:
- 2.3.29.1. Providing consultation or professional development to bus drivers and monitors as to strategies to best support students enrolled at SESI facilitated by SESI staff; and/or
  - 2.3.29.2. Reviewing and revising the student's PBIP as necessary to address behaviors on the bus; and/or
  - 2.3.29.3. Increasing bus supervision as needed provided by SESI staff if less-restrictive supports have not provided adequate improvement of behaviors until such behaviors



have shown sufficient improvement. Any such increase will be negotiated between the Parties and memorialized in an Addendum to this Agreement.

2.3.30. ESOL/ESL Services. SESI will be responsible for having parents/guardians complete the Home Language Survey (HLS) during the registration process. If there is a “yes” response to questions 1,2, or 3, then the Home Language Survey will be sent to the SCHOOL BOARD’s Federal Programs Department for further review.

2.3.30.1. SESI will request ESOL eligibility testing for students with one or more affirmative answers on the Home Language Survey as soon as the student registers.

2.3.31. Data Entry. SESI shall ensure its staff accurately and comprehensively carry out all data entry responsibilities in a timely manner. SESI shall report to the SCHOOL BOARD promptly and timely in connection with the SCHOOL BOARD’s Full-Time Equivalent (“FTE”) counting periods to the Florida Department of Education. SESI’s failure to comply with this covenant constitutes a material breach of this Agreement, as such count governs funding reimbursement to the SCHOOL BOARD. SESI agrees to make the SCHOOL BOARD whole financially should SESI fail to meet the SCHOOL BOARD FTE counting period resulting in the loss of Florida Department of Education funding.

2.3.32. Duration of Placement. The duration of a Student’s placement in a SESI Program shall be a recommended minimum length of enrollment of one (1) semester and guided by the following criteria:

2.3.32.1. The result of continuing evaluation of such Student’s needs and progress for students whose placement was a determination through an IEP or Section 504 team. Such needs and progress shall consist of, but not be limited to academic progress, behavior status, attendance, nature of any discipline referrals, age, grade level, and attainment of IEP Goals and Objectives; and/or,

2.3.32.2. Based on a determination from the SCHOOL BOARD for Students who have committed such actions which have resulted in the Student’s disciplinary placement.

2.3.33. Enrollment of Students. Commencing on the business day immediately following the date of receipt of a Student’s Referral Information, SESI shall utilize its best efforts to enroll such Student in a SESI Program. SESI shall notify the SCHOOL BOARD’s ESE Department of the status of each Student who has been referred within five (5) days of the date of receipt of referral.

2.3.33.1. Enrollment of Students. Students will be officially enrolled in the SESI Program on the first School Day after SESI receives the student’s referral information and provides the Student and his/her parent/legal guardian with the Orientation Meeting.

2.3.34. Mandated Reporting. All SESI Academy employees are mandatory reporters. Any incidents of suspected abuse or neglect shall be reported to the Florida Department of Children and Families in a timely and accurate manner consistent with the regulations of reporting as outlined by SCHOOL BOARD Policy 2.80 and § 39.201, Mandatory Reports of Child Abuse, Abandonment, or Neglect; Mandatory Reports of Death; Central Abuse Hotline.

## 2.4. Personnel and Other Operational Issues

- 2.4.1. Professional Development. SESI personnel will attend all SCHOOL BOARD-mandated professional development activities and programs consistent with each individual's role or responsibility. SESI personnel shall be eligible to attend professional development activities and programs generally made available to SCHOOL BOARD personnel. SESI shall pay its proportionate share of materials that may be produced for such activities and programs.
- 2.4.2. Recruitment. SESI shall actively recruit both public and non-profit community-based service providers to provide Support Services to Students enrolled in a SESI Program.
- 2.4.3. Student Services Coordinator/ESE Liaison. SESI shall employ a Student Services Coordinator/ESE Liaison who possesses sufficient expertise in ESE services. The Student Services Coordinator/ESE Liaison will facilitate all aspects of the IEP process including, but not limited to, scheduling meetings, inviting participants, collecting necessary information/data from teachers and other stakeholders, facilitating meetings, finalizing all documents, distributing all documents, and any other tasks in accordance with applicable laws and SCHOOL BOARD policies and procedures. The Student Services Coordinator/ESE Liaison will attend all required trainings and meetings consistent with the expectations for all ESE Liaisons in the SCHOOL BOARD.
- 2.4.4. SCHOOL BOARD Staff Orientation. SESI shall provide an orientation training to SCHOOL BOARD staff and administrators who are directly or indirectly involved with the Referral process set forth herein and the verification of grades and credits received at least once each year.
- 2.4.5. SCHOOL BOARD Programmatic Updates. SESI shall present programmatic updates to the SCHOOL BOARD a minimum of twice each year and additionally upon request from the Superintendent.
- 2.4.6. Monthly Reports. SESI will provide a monthly report to the Superintendent, Assistant Superintendent of Instructional Services, ESE Director, ESE Deputy Director, and Coordinator of Behavior Intervention that includes a table detailing month-to-month enrollment, month-to-month attendance, month-to-month office discipline referrals and suspensions, academic assessment data school-wide following assessment windows, Threat Assessments conducted, school safety updates including scheduled drills, upcoming special events or enrichment opportunities, and additional information as requested.
- 2.4.7. Personnel. SESI shall provide all staff necessary to render the Services and administer and manage the Program. All SESI instructional personnel providing Services under this Agreement shall be, or are eligible for, certification as required by applicable Laws (as defined below), including regulations of the Florida Department of Education. SESI teachers are eligible to be working towards certification on a one year out of field status once in their educational career as long as they hold at least one certification through the Florida Department of Education.
- 2.4.8. Teacher Certification. SESI shall employ teachers who shall be, or are eligible for, certification in Exceptional Student Education ("ESE Teachers"). Either the ESE Teachers or a certified administrator with sufficient expertise in ESE Services will be available to review and assist SCHOOL BOARD to update IEPs and provide the ESE Services as are necessary or

required by applicable Laws. SEI teachers are eligible to be working towards ESE certification on a one year out of field status once in their educational career as long as they hold at least one certification through the Florida Department of Education. SEI may also employ teachers who qualify pursuant to any of the “4 Pathways” allowable under Florida law: 1) Bachelor's Degree with a Passing Score on the Florida Subject Area Examination (for subjects that require no more than a bachelor's degree); 2) Bachelor's Degree with a Valid Certificate Issued by American Board for Certification of Teacher Excellence (ABCTE); 3) Bachelor's Degree with a Major in the Content Area; and 4) Bachelor's Degree with Required Courses and 2.5 GPA in the Content Area.

2.4.9. ESE Services. SEI shall maintain on staff an appropriate number of certified ESE Teachers as may be required to render services pursuant to IEPs of enrolled ESE Students. The teachers shall:

- 2.4.9.1. Serve the ESE Students in a SEI Program to conform with the caseload requirements of IDEA;
- 2.4.9.2. Conduct periodic assessments or evaluations of ESE Students in accordance with IDEA;
- 2.4.9.3. Assist in updating and implementing IEPs, including PBIP's; and
- 2.4.9.4. Be active participants in all IEP or other student-related meetings.

2.4.10. Background Checks. Before commencing to perform any service to a Student, SEI staff (and any appropriate contract services personnel used by SEI on their campus) shall be appropriately screened and badged using the SCHOOL BOARD's processes for badging and screening. SEI will be responsible for maintaining an active, current list of employees and notify SCHOOL BOARD Human Resources personnel of the need for new staff (including contract staff) to initiate or renew badge/fingerprinting processes.

2.4.11. Physical Education. SEI shall provide a sufficient number of properly certified teachers to conduct physical education as defined by state law and graduation requirements.

2.4.12. Staff Evaluation. SEI school leadership will observe, evaluate, and provide performance feedback to instructional and non-instructional staff according to the expectations of instructional and non-instructional staff in the Santa Rosa County School District.

- 2.4.12.1. Instructional Staff: One informal observation per quarter for all instructional staff. One formal observation per semester for instructional staff with three (3) or less years of experience and those that are newly hired to SEI. One (1) formal observation per year for instructional staff with four (4) or more years of experience and less than ten (10) years of experience. Instructors with ten (10) years or more experience do not need a formal observation. Instructional staff should be observed and evaluated based on instructional practices, classroom organization and management, planning and preparation, reflection on performance, collegiality and professionalism, and student performance.
- 2.4.12.2. Educational Support Staff: Educational Support staff will be evaluated once per year and receive feedback on their performance.

## 2.5. School Facility and Resources

2.5.1. School Facilities. SESI shall lease or otherwise arrange and provide, at SESI's expense, a suitable school facility or facilities and appropriate number of classrooms, along with adequate and dedicated administrative offices, lavatories and cafeteria spaces, as are necessary for the proper conduct of the Program (collectively, the Classrooms and other spaces are referred to as the "SESI School"). The SESI School or SESI Schools shall be situated within the geographic boundaries of the Santa Rosa County School District.

2.5.2. Resources. SESI shall provide certain on-site support services including providing appropriate space and resources (furniture, phone services, and secure file cabinets for storage of confidential records).

2.6. Services Beyond Agreement Expiration/Termination. In the event that this Agreement expires or terminates prior to the completion of the required days of attendance, SESI shall be under no obligation to provide services with respect to such Students beyond the termination or expiration date.

2.7. Written Approval for Services Outside of Agreement. SESI agrees not to perform any services for which the SCHOOL BOARD will be billed that are not included in this Contract unless it first receives written authorization from the SCHOOL BOARD which specifies the compensation to be paid for such additional services.

2.7.1. Except as explicitly set forth in this Agreement, SESI shall not be required to perform, or be paid to provide, any other services, programs, duties, or obligations.

2.8. Compliance with Laws. SESI shall operate, maintain, and manage the SESI Programs in compliance with all applicable federal, state, and local laws, constitutions, statutes, ordinances, rules and regulations and the SCHOOL BOARD's policies and procedures, including, without limitation, the Family Educational Rights and Privacy Act (regarding confidentiality of education records) and all federal, state, and local laws prohibiting discrimination on the basis of disability, race, creed, color, gender, religion, sexual orientation, national origin, ancestry, veteran status, and any other protected characteristic under federal and state law. SESI agrees to include the first sentence of this Section 2.8, with appropriate adjustments for the identity of the parties in any contracts that it enters into. SESI shall be nonsectarian in all operations and shall not provide any religious instruction or display religious objects and symbols in the Facility.

2.9. Attorney's Fees and Costs. To the extent permitted by law, any cost or expense, including reasonable attorney's fees, incurred by the Parties to enforce the provisions of this Agreement shall be borne by SESI.

## 3. SCHOOL BOARD Responsibilities

3.1. Student Records. SCHOOL BOARD agrees to use its best efforts to transfer all Student records not previously provided to SESI for each Student enrolled in a SESI Program within three (3) business days of such Student's enrollment. SESI likewise agrees to transfer all Student records to the SCHOOL BOARD within three (3) business days for all Students who are transferred from SESI to a SCHOOL BOARD school.

- 3.2. Related Services. SCHOOL BOARD shall provide the following Related Services in accordance with students' IEPs: Occupational Therapy (OT); Physical Therapy (PT); Speech Language Therapy (SLP); and, Adaptive Physical Education (APE).
- 3.3. Evaluation Services. SCHOOL BOARD shall provide evaluation for related and/or direct services consistent with those generally made available to other schools. In addition, psychoeducational evaluations will be provided by a designated school psychologist contracted by or employed with the SCHOOL BOARD.
- 3.4. Supplemental Services Notice period. SCHOOL BOARD shall provide SESI no less than thirty (30) days prior notice before requiring supplemental services pursuant to this Agreement. If SCHOOL BOARD cancels supplemental services, SCHOOL BOARD must give SESI 30 days prior notice.
- 3.5. Medical Services. SCHOOL BOARD shall provide nursing and other medical services and programs at the SESI Program consistent with those generally made available at other SCHOOL BOARD schools.
- 3.6. Security. SCHOOL BOARD shall provide a School Resource Officer consistent with security personnel generally made available at other SCHOOL BOARD Schools.
- 3.7. Food Service. SCHOOL BOARD shall provide all food services for Students, including the delivery of food to the SESI School cafeteria. For purposes of providing food services, Students shall receive the same level of service as any other student enrolled in a SCHOOL BOARD school. Food provided shall be comparable to that provided to other SCHOOL BOARD schools. SESI shall distribute, collect and administer the free lunch application programs and maintain the roll of students eligible for same.
- 3.8. Transportation. SCHOOL BOARD will provide transportation to and from SESI for all Students.
- 3.9. ESOL/ESL Services. SCHOOL BOARD shall schedule, administer, and provides English Proficiency testing. SCHOOL BOARD provides eligibility or ineligibility information with SESI staff and advises appropriate instructional strategies and resources based on the student's level of English proficiency. Parent notifications and progress monitoring are the responsibility of SESI. SCHOOL BOARD arranges for SESI students to take the annual WIDA Access for ELLs assessment.
- 3.10. Training and Software. SCHOOL BOARD shall provide access to Focus and ClassLink including the imbedded applications within ClassLink. If individual site or individual use licenses are required, SESI is responsible for purchasing these licenses.
- 3.11. Referral. As part of the referral for enrollment, the SCHOOL BOARD shall:
- 3.11.1. Include parents/guardians as active members of the IEP or 504 team to determine an appropriate placement within the Lease Restrictive Environment ("LRE"), including any decisions for placement at SESI; and/or
  - 3.11.2. Inform parents/guardians as to recommendations to the SCHOOL BOARD and SCHOOL BOARD decisions regarding disciplinary placements for violations of the Student Code of Conduct following due process procedures; and/or

3.11.3. Notify parents/guardians who are transferring into SCHOOL BOARD schools from another school district or state as to the decision made for the placement which provides the most comparable LRE to best meet the student's services as listed on the most current IEP and the rationale for such decision; and/or

3.11.4. Involve parents and other stakeholders in determining placement at SESI for unique circumstances which are not defined in the previously listed criteria.

3.12. Placement Dispute Resolution. If the parent/guardian disagrees with the placement decision they will be provided with dispute resolution options by the SCHOOL BOARD.

#### 4. Fees and Costs

4.1. Program Fees. As compensation for the performance of the Services by SESI during the Term, SCHOOL BOARD shall pay SESI an annual fee (each, a "Program Fee" and collectively, the "Program Fees") each school year during the Term as follows:

Base Compensation - 7 SEB Classrooms		
School Year	Annual Amount	Monthly Installment Amount
2021-2022	\$2,089,427.21	\$208,942.72
2022-2023	\$2,089,427.21	\$208,942.72
2023-2024	\$2,089,427.21	\$208,942.72
2024-2025	\$2,089,427.21	\$208,942.72
2025-2026	\$2,089,427.21	\$208,942.72

4.2. Supplemental Program Fees. For each additional service that is added to the Program in accordance with Paragraph 3.9.3, SCHOOL BOARD shall pay SESI a monthly fee (each, an "Supplemental Program Fee" and collectively, the "Supplemental Program Fees") for each month that such additional services are provided by SESI in the following amounts:

Supplemental Services - Additional SEB Classroom	
School Year	Monthly Installment Amount
2021-2022	\$20,894.27
2022-2023	\$20,894.27
2023-2024	\$20,894.27
2024-2025	\$20,894.27
2025-2026	\$20,894.27
Supplemental Services - Initial SCI Classroom	
School Year	Monthly Installment Amount
2021-2022	\$20,620.21
2022-2023	\$20,620.21
2023-2024	\$20,620.21
2024-2025	\$20,620.21
2025-2026	\$20,620.21
Supplemental Services - Additional SCI Students	
School Year	Monthly Installment Amount
2021-2022	\$5,651.48
2022-2023	\$5,651.48
2023-2024	\$5,651.48
2024-2025	\$5,651.48
2025-2026	\$5,651.48
Supplemental Services - CBSA Classroom	
School Year	Monthly Installment Amount
2021-2022	\$23,000.25
2022-2023	\$23,000.25
2023-2024	\$23,000.25
2024-2025	\$23,000.25
2025-2026	\$23,000.25

4.3. Annual Fee Increase. SESI will request annually any increase to the annual fees and costs to include overall pricing for all services proposed, including payment terms and price adjustments, which may consist of the Bureau of Labor and Statistics Index [Consumer Price Index for All Urban Consumers (CPI-U), all items South Urban 1982-84=100. [http://data.bls.gov/pdq/SurveyOutputServlet?series\\_id=CUUR0300SA0,CUUS0300SA0](http://data.bls.gov/pdq/SurveyOutputServlet?series_id=CUUR0300SA0,CUUS0300SA0)] as of December of the year prior or the average percentage raise received by SCHOOL BOARD employees for the previous fiscal year, or a maximum of three percent (3%), whichever is less.

#### 4.4. Billing and Payment.

4.4.1. SESI shall submit a monthly invoice to the SCHOOL BOARD's Department of Alternative Education for all services provided under this Agreement. The SCHOOL BOARD shall pay SESI within thirty (30) days following receipt of a properly submitted invoice.

4.4.1.1. Invoices shall be exclusive of state or local sales, use or gross receipts taxes, and federal excise taxes. SESI's Federal tax identification number is 46-0738294.

4.4.2. SESI shall promptly reimburse the SCHOOL BOARD for all funds paid by the SCHOOL BOARD to SESI that are determined to have been overpaid by the SCHOOL BOARD or improperly expended by SESI (as determined by the results of any audit of a SESI Program and/or of SESI's performance under this Agreement by a local, state or federal governmental agency or department having regulatory authority over schools in the Santa Rosa County School District).

4.4.2.1. If any reduction, deduction or offset in the amount of federal or state funding the SCHOOL BOARD would otherwise be entitled to receive for ESE Students (a funding reduction) is caused by an error or omission on SESI's part, and such Funding Reduction is noted on the Florida Auditor General's audit of the Florida Education Finance Program (FEFP), and with respect to which there has been a final determination by the Florida Department of Education, then the SCHOOL BOARD shall have the right to deduct and offset the amount of such Funding Reduction, to the extent attributable to SESI's delay, against the Compensation payable to SESI.

4.4.3. Unavailability of Funds. In the event funding for this Agreement is not obtained or continued from a source at an aggregate level sufficient to allow for payment for SESI's services, the SCHOOL DISTRICT may exercise the following alternatives:

4.4.3.1. Provide written notice of termination to SESI by no later than March 1st of any School Year, and in which case this Agreement shall terminate effective at the end of such School Year; or

4.4.3.2. Continue this Agreement but reduce the scope of services, through written agreement with SESI, executed by no later than March 1st of any School Year, and in which case such reduced scope of services shall be effective commencing the next School Year consistent with such written agreement.

4.4.3.3. Any termination or reduction of this Agreement pursuant to this Section shall not affect any obligations or liabilities of either party accruing prior to such termination or reduction. There shall be no liability or penalty to the SCHOOL BOARD as a result of such termination or reduction of this Agreement.



- 4.5. Third Party Reimbursements. SESI shall comply with recordkeeping requirements related to any third-party reimbursement programs in which SCHOOL BOARD may be a participant for Services provided by SESI under this Agreement. Any funds generated as a result of any third-party reimbursement programs under this Agreement, including, but not limited to, Medicaid and private insurance carriers, in which SCHOOL BOARD may be eligible are the property of SCHOOL BOARD. SESI will submit Medicaid billing daily using the district Approved Medicaid billing system. SCHOOL BOARD shall in good faith attempt to identify any third-party funds which are subject to SCHOOL BOARD's rights hereunder and shall notify SESI of the availability of third-party funds. SESI shall turn over to SCHOOL BOARD any such funds that may be received by SESI as soon as practicable but not later than thirty (30) days after SESI becomes aware of the receipt of such funds.

## **5. Reporting and Recordkeeping**

### **5.1. Student Education Records.**

- 5.1.1. SESI shall maintain records on the number of Students referred and enrolled, attendance, courses offered, and number of Students served, courses completed, discipline referrals and actions taken, and Student report cards.
- 5.1.2. Attendance, grades, and discipline referrals shall be recorded by SESI in the SCHOOL BOARD's Student Information System (i.e., Focus). SESI shall establish the instructional hour of the School Day to record absences in order to determine attendance for all grades using accepted attendance accounting procedures, as promulgated by the State of Florida and in effect from time to time during the Agreement Term.
- 5.1.3. SESI shall have on-site access to the SCHOOL BOARD's Student Information System (Focus). The SCHOOL BOARD hereby designates employees and contractors of SESI as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C. §1232g, the Family Education Rights and Privacy Act and the Florida K-20 Education Code, Chs. 1000-1013, F.S., for students enrolled at SESI.
- 5.1.4. To the extent SESI may come into possession of Student records and information, and to the extent that SESI will be involved in the survey, analysis, or evaluation of Students incidental to this Agreement, SESI agrees to comply with all requirements of the Family Education Rights and Privacy Act (FERPA) and the Florida K-20 Educational Code.
- 5.1.5. Student Educational Records. All educational student records remain the property of the Santa Rosa County School District and will be returned to the DISTRICT in a timely manner upon student's unenrollment from SESI or upon the termination of the contract.

### **5.2. SESI Program Records.**

- 5.2.1. SESI shall keep proper and complete books, records and accounts, billing records and test data for proficiency examinations administered pursuant to this Agreement. The SCHOOL BOARD shall have the right, upon two (2) business days prior written notice to SESI, to inspect such books, records, and accounts at all reasonable hours and to make and take away copies thereof. The SCHOOL BOARD shall have access to test data for both Scholastic Basics Skills Assessment in reading and math and any other proficiency test administered pursuant to this Agreement.
- 5.2.2. The SCHOOL BOARD shall ensure that each SESI Program is assigned the necessary campus number or other identification code used by the State of Florida for reporting or other purposes.

- 5.2.3. At least thirty (30) business days prior to the publication by SESI or the SCHOOL BOARD of any evaluation reports or information relating to the SESI Programs, the publishing party shall provide such material to the other party for clarification and comment.

## 6. Insurance and Indemnity

### 6.1. Insurance

- 6.1.1. SESI shall furnish proof of the following insurance to the SCHOOL BOARD by Certificate of insurance:

- 6.1.1.1. The Certificate of Insurance shall state that the SCHOOL BOARD, including its agents and employees, are additional insureds under the policy or policies.
- 6.1.1.2. SESI shall provide Certificates of Insurance to the SCHOOL BOARD's Risk Manager at 6032 Hwy 90, Milton, FL, 32570 prior to the start of any work under this Agreement.
- 6.1.1.3. SESI insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this Agreement.

- 6.1.2. All insurance policies shall be issued by companies either of the following qualifications:

- 6.1.2.1. The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, Published by A.M. Best company.
- 6.1.2.2. With respect only to Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurer fund pursuant to Florida Statutes.

- 6.1.3. Workers' Compensation Insurance. SESI shall maintain Workers' Compensation coverage as required by Florida Statute Chapter 440, covering all SESI employees employed in connection with this Agreement and Employers Liability Insurance with minimum limits of \$1,000,000 per occurrence.

- 6.1.4. Comprehensive General Liability Insurance. SESI shall procure and maintain Comprehensive General Liability Insurance for the life of this Agreement. The policy(ies) shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. The coverage must be on an occurrence form basis with minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence, combined single limit for bodily injury and property damage liability.

- 6.1.5. Business Automobile Liability. SESI shall procure and maintain Business Automotive Liability insurance for the life of this Agreement with minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be on an "Any Auto" or "Comprehensive Form" policy. The coverage shall be on an occurrence form policy. In the event the SESI does not own any vehicles, hired and non-owned coverage shall be provided in the amounts listed above.

### 6.2. Indemnification / Hold Harmless

6.2.1. SESI agrees to indemnify and hold harmless the SCHOOL BOARD, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of SESI's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Agreement; (b) SESI's material breach of this Agreement or law; or (c) any failure by SESI to pay its suppliers or any subcontractors. In addition, SESI shall indemnify, protect and hold the SCHOOL BOARD harmless against all claims and actions brought against the SCHOOL BOARD by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by SESI, except when SCHOOL BOARD, or required SESI to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Agreement. SESI shall not indemnify the SCHOOL BOARD for intentional or negligent conduct of the SCHOOL BOARD or any other cause of action caused by or through the fault of the SCHOOL BOARD.

6.2.2. The SCHOOL BOARD agrees to indemnify and hold harmless SESI, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the SCHOOL BOARD's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Agreement; or (b) the SCHOOL BOARD's material breach of this Agreement or law. In addition, the SCHOOL BOARD shall indemnify, protect and hold SESI harmless against all claims and actions brought against SESI by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the SCHOOL BOARD or required by the SCHOOL BOARD to be used by SESI, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Agreement.

6.2.3. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 6.2.1. and 6.2.2. above, the SCHOOL BOARD and SESI do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 6.2.1. and 6.2.2. above, the SCHOOL BOARD and SESI shall notify one another of any such claim promptly upon receipt of same. The SCHOOL BOARD and SESI shall each have the option to defend such claims with their own counsel at the expense of the other party. If the SCHOOL BOARD or SESI choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Agreement.

## 7. Term.

7.1. SESI will provide services for a five (5) year term commencing on July 1, 2021 and shall remain in effect through June 30, 2026 ("Term"), unless terminated, canceled, or extended as otherwise provided in this Agreement.

7.2. The Term may be extended upon written agreement between the Parties.

## **8. Default, Cancellation and Termination**

8.1. Pursuant to Florida law, this Agreement will be canceled if not funded. The SCHOOL BOARD shall be the final authority as to the availability of funds. Notwithstanding anything to the contrary in Section 4.1.3, if the SCHOOL BOARD determines by March 1 of any year during the Term that funds are not reasonably available to them to continue this Agreement for the next school year, then SCHOOL BOARD may terminate this Agreement by providing SESI with written notice of such termination by no later than March 1 of such year, and in such event the Agreement shall terminate and be of no further force or effect, except for any obligations that are intended to survive termination or to complete the regular school year. The SCHOOL BOARD reserves the right, but is not obligated, to unilaterally extend the period of any resultant Agreement for one (1) supplemental period of five (5) years.

8.2. This Agreement may be amended or terminated prior to the expiration of the Term by mutual written agreement of the parties which agreement shall state the effective amendment or termination date and any other conditions of such amendment or termination.

8.3. This Agreement is subject to early termination by the SCHOOL BOARD in accordance with this Agreement.

8.4 Default by SESI. Each of the following shall be considered an event of default by SESI under this Agreement which shall constitute cause for the termination of this Agreement:

8.3.1. Failure to comply with provisions of the Agreement for which SESI is responsible;

8.3.2. Deliberate indifference to or careless disregard for the health, welfare and/or safety of a Student or Students;

8.3.3. Failure to provide the Level 2 employee background checks before such employee has contact with students, required by this Agreement;

8.3.4. Deliberate indifference to or careless disregard for maintenance of the confidentiality of Student records;

8.3.5. Failure to maintain a license to operate in the State of Florida;

8.3.6. Occurrence of an Event of Insolvency with respect to SESI;

8.3.7. Intentional and/or material falseness or inaccuracy of any warranty or representation of SESI contained in this Contract or in any document or report required by this Contract or state regulations;

8.3.8. Misappropriation of any funds provided under this Contract or failure to notify the SCHOOL BOARD upon discovery of any misappropriation;

8.3.9. A violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense, by SESI, its directors or employees, directly or indirectly relating to this Agreement and which materially threatens in any way, in the sole judgment of the SCHOOL BOARD, the future performance of the Agreement in accordance with its terms;

8.3.10. Failure of SESI to work cooperatively and in good faith with the SCHOOL BOARD in all respects specified in this Agreement; and,

8.3.11. For other good cause shown.

## 8.5 SCHOOL BOARD Remedies for SESI'S Default or Breach of this Agreement.

8.5.1 Notice and Opportunity to Cure (Non-Emergencies). The SCHOOL BOARD agrees to provide SESI written notice of any alleged default or breach of this Agreement. SESI shall have thirty (30) calendar days to correct the default or breach; provided, however, that no such notice shall be required if SESI has temporarily or permanently ceased providing services as required hereunder.

8.5.1.1 Failure or refusal of SESI to cure a default under Section 8.4 within thirty (30) calendar days of receipt if written notice as determined solely by the SCHOOL BOARD shall be cause for the SCHOOL BOARD to terminate this Agreement and exercise any other rights available at law or in equity unless SESI has commenced and is diligently proceeding as agreed to by the SCHOOL BOARD to cure such default.

8.5.1.2 Within ten (10) business days after the effective date of the termination, SESI shall submit an invoice for the month in which termination occurs in the manner set forth in Section 4 for submission of monthly statements. SESI will be responsible for any additional costs borne by the SCHOOL BOARD above what was allocated under the terminated contract through that contract year for the placement of effected students in a new program.

8.5.2 Termination Due to Emergency. In the event a default by SESI creates an emergency (i.e. a situation or event that may negatively impact the health, safety or well-being of Students at SESI), as determined solely by the SCHOOL BOARD, SESI agrees to meet and discuss the situation with the Superintendent of the Santa Rosa County School District, or his/her designee, within twenty-four (24) hours of receipt of written notice of the alleged default. SESI shall have forty-eight (48) hours from the date of the meeting to cure the default to the satisfaction of the SCHOOL BOARD.

8.5.2.1 SESI's failure to cure the default creating the emergency within three (3) business days of notice thereof shall be sufficient cause for the immediate exercise of the SCHOOL BOARD's right to terminate this Agreement, unless the default is incapable of being cured within the applicable cure period and SESI has commenced and is diligently proceeding as agreed to by the SCHOOL BOARD to cure such default.

8.6 Termination Without Cause. The SCHOOL BOARD may terminate this Agreement without cause for any reason upon giving a minimum of one hundred twenty (120) calendar days' prior written notice to SESI by email, certified mail, return receipt requested, by overnight delivery service, or by personal delivery.

8.7 Upon notice of termination from the SCHOOL BOARD to SESI, SESI shall:

8.7.1 Stop work under the Agreement on the date and to the extent specified in the notice of termination;

8.7.2 Place no further orders to subcontractors except as may be necessary for completion of the work not terminated; and

8.7.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination.

8.8 In the event of termination of this Agreement, any STUDENTS at SESI will be placed in a school operated by the SCHOOL BOARD.

## 9 Miscellaneous

9.1 Confidentiality. The SCHOOL BOARD recognizes that SESI deems its policies, procedures, documents and other information provided to the SCHOOL BOARD by SESI as confidential and the SCHOOL BOARD agrees that, to the extent allowed by law, it shall not release or disclose the contents of any such policy, procedure, document or other information to third parties without the express written consent of SESI. The SCHOOL DISTRICT acknowledges that SESI's policies, manuals, and software, expressly including its Academic and Operations Model, are the exclusive property of SESI and are protected by copyright, trademark, and other applicable laws, rules or regulations relating to intellectual property rights. The SCHOOL BOARD agrees it shall not permit, and acknowledges that SESI will not allow, persons to review and inspect SESI's model and/or programs, except as may be required to ensure SESI's compliance with the terms and conditions of this Contract and the lawful provision of services hereunder, unless otherwise agreed to by SESI.

9.1.1 Notwithstanding Section 9.1, nothing in this Agreement shall serve to limit the application of Florida's Public Records Act (Florida Statutes Chapter 119) on records in the possession, custody or control of the SCHOOL BOARD. SESI acknowledges and agrees that the SCHOOL BOARD is bound by the requirements of Florida Statutes Chapter 119 and that some, or all, of the records identified herein may need to be produced in responsive to a public records' request.

9.2 License. The Parties acknowledge and agree that title to, ownership of, and all rights in patents, copyrights, and trade secrets in all the software and any copy or part of such software shall not transfer to the SCHOOL BOARD and shall remain in SESI and/or SESI's licensors. This Agreement is not a sale of the original or any subsequent copies of the software. The SCHOOL BOARD shall own its data files except to the extent any software is embedded therein. Software support services will be provided as part of SESI's agreement with Scholastic. As part of this Agreement, Scholastic will install and configure the software, and provide professional development training and technical support for all SESI staff. Also available will be telephone support and software updates.

### 9.3 Subcontracting.

9.3.1 SCHOOL BOARD Consent Required. SESI shall not delegate or enter into any subcontract for the performance of any of its obligations under this Agreement, including any portion of the services, in whole or in part, without in each instance first obtaining the written consent of the SCHOOL BOARD, which consent the SCHOOL DISTRICT may grant, withhold, condition, or delay in its sole discretion. Any subcontract made in violation of this Section shall be null and void.

9.3.2 No Change in Obligations. The existence of a subcontract shall not change the obligations of SESI to the SCHOOL BOARD. SESI shall be fully responsible for its subcontractors, and all subcontractors shall be bound by the same terms and conditions as SESI under this Agreement, including without limitation, non-discrimination, warranties, confidentiality, maintenance and preservation of records, and audit by government representatives. The SCHOOL BOARD shall have no obligations to any subcontractors. Each subcontract shall contain a

provision to the effect that subcontractors shall have no recourse to the SCHOOL BOARD for any payment under such subcontract.

- 9.4 Non-Assignment. SESI acknowledges that the services related to the SESI Programs and all other services contemplated by this Agreement are personal services of SESI. Provided however, the foregoing consent is not required when such assignment or transfer of any interest arising in or from this Agreement is to a subsidiary, parent company, or a corporate affiliate of SESI or in connection with the sale of all, or substantially all the outstanding assets or equity of SESI. In the event of an authorized assignment or transfer of interest, this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, and assigns. Any purported assignment in violation of this provision shall be void and of no effect. The SCHOOL BOARD's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Agreement. Any assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Agreement. Consent by the SCHOOL BOARD to any assignment shall not be deemed a course of conduct, dealing, or performance with respect to any other assignment or proposed assignment. For purposes of this Section, an assignment includes the acquisition of SESI or a controlling interest therein, through the appointment of a receiver or bankruptcy trustee for SESI, and the transfer of this Agreement or SESI in any bankruptcy or other insolvency-related proceeding. A receiver or trustee of or for SESI in any federal or state bankruptcy, insolvency, or other proceeding concerning SESI shall comply with the requirements set forth in this Agreement, including but not limited to this Section.
- 9.5 Audit. From time to time during the Term, and for a period of five (5) years after the expiration or termination of this Agreement, the SCHOOL BOARD, if any part of this Agreement is funded with federal funds or any of their authorized representatives (each, for the purposes of this Section, an auditor) may audit an and all aspects of SESI's performance under this Agreement, including but not limited to its billings and invoices. If requested by an auditor, SESI shall submit to the auditor and the SCHOOL BOARD all invoices presented for payment pursuant to this Contract, all cancelled checks, materials, work product, work papers, books, records, and accounts, upon which the invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Agreement. All books, invoices, vouchers, records, reports, cancelled checks, and other materials shall be subject to periodic review or audit by an auditor.
- 9.6 Inspection. All services and materials, and all sites, locations, and facilities of SESI related to its performance under this Agreement, shall be subject to inspection and review by auditors. Inspection and review of services and materials shall take place at the offices of SESI, or in another location with the auditor's consent. SESI shall cooperate with all SCHOOL BOARD, state, and federal inspections and reviews conducted in accordance with the provisions of this Agreement. Such inspection and review of the services and materials, including, without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with persons receiving services under the Agreement, review of staffing ratios and job descriptions, and meetings with an of SESI's staff members who are either directly or indirectly involved in providing services or materials.

- 9.7 Availability of Records. SESI shall make available, at reasonable times during the Agreement Term all records pertaining to this Agreement for the purpose of inspection, audit, or reproduction by any auditor.
- 9.8 Retention of Records. SESI shall retain all records, books of account and documentation pertaining to this Agreement for the greater of the period required by applicable law or five (5) years following expiration or termination of this Agreement; if, however, any litigation, claim or audit is commenced prior to expiration of said five (5) year period, then the records shall be retained until all litigation, claims, or audit findings have been completely terminated or resolved, without right of further appeal.
- 9.9 Severability. If any provision, section, subsection, paragraph, sentence, clause, or phrase of this Agreement, or the application of same to any person or set of circumstances, is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions continue in full force and effect.
- 9.10 Force Majeure. Neither Party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, disease outbreak or widespread illness, computer virus attack or infiltration, civil disturbances, sabotage, accident or any other casualty or cause beyond either part's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- 9.11 No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of any such breach.
- 9.12 Authorization of Agreement. Each Party represents and warrants to the other that execution of this Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms and in accordance with the laws of the State of Florida.
- 9.13 Section Headings. The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend or construe the terms or provisions of the sections of this Contract.
- 9.14 Governing Law. This Agreement shall be construed according to the laws of the State of Florida. Jurisdiction and venue for any action brought under this Agreement shall be exclusively in Santa Rosa County, Florida.
- 9.15 Arbitration. The Parties hereby expressly agree that upon mutual agreement, the Parties may submit any controversy or disagreement over interpretation of, or compliance with, the terms of this Agreement to binding arbitration in Santa Rosa County, Florida, and that any judgment or decree of such arbitration proceeding shall be binding on the parties thereto.
- 9.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and have the full force and effect as an original, but all of which shall constitute but one and the same instrument.



9.17 Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligation herein assumed and supersedes all previous communications, representations, or agreements, either written or oral, between them, and not incorporated herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

9.18 Notices. All notices and correspondence by either Party shall be in writing and directed as follows:

To SESI:	Specialized Education of Florida, Inc. PO Box 444 Elmsford, NY 10523 Attention: Andrea Vargas, President With a copy to the Office of General Counsel
To SCHOOL BOARD:	Santa Rosa County School District 6032 Hwy 90 Milton, FL 32570 Attention: Debbie Anderson

9.19 Illegal Activities. No SCHOOL BOARD members, directors, officers or employees, or other public officers shall benefit directly or indirectly from the performance of this Agreement. SESI shall not share with any SCHOOL BOARD director, officer, or employee, nor shall any SCHOOL BOARD member, director, officer, or employee accept any portion of the compensation paid to SESI by the SCHOOL BOARD, except in accordance with the law.

9.19.1 SESI shall disclose to the SCHOOL BOARD, with each invoice submitted, the name(s) of any SCHOOL BOARD member, director, officer(s), or employee(s), and any other public official or employee, sharing in the compensation requested and the amount such officer or employee is to be paid.

9.19.2 Any fees or compensation paid by SESI to the SCHOOL BOARD members, directors, officers or employees in violation of the law shall be recoverable from SESI as damages. SESI shall not induce, by any means, any person employed in the completion of work under this Agreement to give up any part of the compensation to which he or she is entitled. Further, SESI shall not at any time accept or receive any form of payment, fee, compensation, or benefit of any kind whatsoever, including, but not limited to, referral or finder's fees, goods, or services offered by hospitals, physicians, psychologists, or any other recommended health care provider, for a recommendation or referral of a Student to another agency or health care provider.

9.20 Third Party Beneficiary. Nothing contained in this Agreement shall be construed so as to confer upon any other party the rights of a third-party beneficiary.

9.21 Conflicts of interest Pursuant to F.S. 287.057(17):

9.21.1 SESI must provide in writing any potential conflict of interest, real or apparent, to the SCHOOL BOARD immediately upon becoming aware of such real or apparent conflict. This could include, but is not limited to, any SCHOOL BOARD member, director, officer or employee holding an office in SESI.

9.21.2 Any employee of SESI that may have a conflict of interest in the Agreement, real or apparent, must recuse themselves from participating in the negotiation or administration of this Agreement.

9.21.3 Failure to disclose any potential conflict of interest could result in termination of the Agreement for cause if the Agreement has already been awarded.

9.22 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) will not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9.23 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). SESI understands and agrees that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

**10 Florida's Public Records Act.** SESI will comply with Florida's public record laws in relation to this Agreement, specifically to:

Keep and maintain public records required by the School Board to perform the service.

Upon request from the SCHOOL BOARD's custodian of public records, provide the SCHOOL BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if SESI does not transfer the records to the SCHOOL BOARD.

Upon completion of the Agreement, transfer, at no cost, to the SCHOOL BOARD all public records in possession of SESI or keep and maintain public records required by SESI to perform the service. If SESI transfers all public records to the SCHOOL BOARD upon completion of the Agreement, SESI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SESI keeps and maintains public records upon completion of the Agreement, SESI shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the SCHOOL BOARD, upon request from the SCHOOL BOARD's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS – LIZ WEST, ASSISTANT SUPERINTENDENT FOR HUMAN RESOURCES, 6032 HWY 90., MILTON, FLORIDA, 32570; (850) 983-5030, WESTE@SANTAROSA.K12.FL.US.**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents and shall become effective from July 1, 2021, through June 30, 2026.

THE SCHOOL DISTRICT OF SANTA ROSA COUNTY, FLORIDA

By: \_\_\_\_\_

Attest: \_\_\_\_\_

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

SESI SCHOOLS OF FLORIDA, LLC

By: \_\_\_\_\_

Andrea Vargas, President

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