

CONTRACT

THIS CONTRACT made and entered into this **1st day of July, 2016** by and between the **SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, hereinafter referred to as the "Board," and **CARLTON PALMS EDUCATIONAL CENTER, INCORPORATED**, hereinafter referred to as the "Contracted School."

WITNESSETH:

WHEREAS, the Contracted School is approved by the Board as a school conducting programs of education, training and related services for exceptional students;

and

WHEREAS, the Board agrees to support the educational services as outlined in the Individualized Education Program in residential placement.

1. _____ is a resident of Clay County, Florida, and eligible for enrollment in Clay County Schools.
2. _____ has been appropriately classified as an exceptional student by Clay County Schools in compliance with State of Florida Statutes and all pertinent state and local School Board rules, regulations, and criteria.
3. An Individualized Education Program, hereinafter referred to as "IEP", has been established for this student based on assessment results, which indicates specific educational needs and such plan and needs are determined by the IEP team.
4. The parents of the student and the Florida Department of Children and Families Developmental Services Program have placed the student in the Contracted School for residential care. The Board is providing the educational component for the students via contractual agreement with the Contracted School; and

WHEREAS, the Board believes that the Contracted School can meet the educational and training needs of the student as outlined in the IEP and the Contracted School has provided documentation demonstrating compliance with the requirements of **6A-6.0361, FAC**;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Contracted School and the Board agree as follows:

1. The Contracted School shall accept the enrollment of the student, who has been evaluated by the Board as an exceptional student, in an appropriate educational program to fit the students' special needs.
2. The contract period will commence on **July 1, 2016** and will terminate on **June 30, 2017**. This contract can be terminated for any reason by either the Board, the funding agencies, or the Contracted School at any time after giving thirty (30) days written notice. The contract will automatically terminate if the student is released from the Contracted School for any reason.
3. The Board agrees to pay only the educational expenses of the student for the contract period. This sum shall be billed to the Board at the end of each month for the educational program provided the exceptional student. The Board will not pay for costs of the student's residence at the Contracted School.
4. The parties to this contract concur the student is eligible for special education services as a student who is Autistic and Mentally Handicapped (Intellectual Disability). The IEP for this student to be rendered by the Contracted School is attached hereto and made a part hereof by reference and is designated as Exhibit A. The program contemplated by this contract shall be instructional only. The program will comply with all provisions of the current Board approved Special Programs and Procedures for Exceptional Students.
5. The Contracted School shall provide instructional personnel for the student who is certified in accordance with **Rules 6-A-1.0503 and 6A-4.002, FAC**. The Contracted School will assure that all instructional personnel hold a professional or temporary Florida certificate in Exceptional Education. Speech/language therapy will be provided by a licensed speech pathologist. The Contracted School shall provide copies of teacher certification and therapist licensure to the Board. If changes in instructional personnel are made, the Board will be notified and copies of certification and licensure provided within ten (10) days.
6. The Contracted School shall provide an educational program consisting of six hours per day of instruction, five days per week, excluding school holidays. The Contracted School shall provide a monthly attendance record to the Board. This attendance record shall accompany the monthly voucher. In addition, a monthly report of the students' progress toward his IEP annual goals and short-term objectives shall be submitted to the Board.

- A periodic evaluation of the student's progress, including grades, course credits, and progress toward Special Diploma Sunshine State Standards shall be submitted to the Board by the Contracted School at the end of each school semester and the summer term.
7. Meetings to review or revise the student's IEP may be initiated by either the Contracted School or the School Board. Prior to initiating any change in the IEP, the Board shall provide permission for said change. The Board and Contracted School shall ensure that the parents and Board representative(s) are involved in any decision about the students' IEP.
 8. The Contracted School hereby assures that it complies with the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1974, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act and related regulations. The Contracted School assures that it does not and will not discriminate against any student because of race, color, creed, sex, national origin, sexual orientation or disability. The Contracted School will, at all times, comply with local and state standards for health and safety of the student, whichever are more stringent.
 9. The Contracted School agrees to enroll in E-Verify. All new employees assigned by the Contracting School to perform work pursuant to this contract shall have their citizenship verified through E-Verify and shall be verified as employment eligible within 3 business days after the date of hire. Said verification shall be supplied to Board upon receipt.
 10. The staff of the Board will be permitted to review the program provided by the Contracted School and visit and confer with staff of the Contracted School and the parents upon reasonable request of any party to this agreement and at reasonable times.
 11. This is a fixed-fee for term, non-cost based contract.
 12. The Board shall pay a total of current FTE funding specific to Matrix for student (254: approximately \$ 14,921.69 which amount is payable in twelve (12) monthly installments. Should the student be absent for more than ten (10) consecutive school days, the Contracted School will contact the Board to negotiate an adjusted payment. The student's placement at the Contracted School is co-funded by the Board and the Department of Children and Families. The Board provides funding for a 30 hour/week educational program and the Department of Children and Families provides funding for the residential placement. The educational costs are for six hours of instruction for a 248-day school year, which includes the traditional 180 days and 68 days of extended school year instruction, as determined by the IEP team. Should the Department of Children and Families cease funding; the Contracted School will notify the Board prior to discharge. This discharge shall not be a default of this contract.

13. Under circumstances of co-funding under separate contracts with co-funding agencies, discharge of the student because of default by a co-funding Agency shall not be a default of this contract. However, Agency as described in this contract shall be reimbursed for all unearned tuition received by Contracted School. Prior to discharge because of co-funding Agency's default, Contracted School will give notice to Board.
14. **Rule 6A-6.0361 FAC** is incorporated into this contract by reference and all parties agree to abide by all the terms and conditions as set forth in this rule.
15. Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat., or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

16. The Contracted School shall provide the Board with proof of general liability insurance in the amount of \$1,000,000 and the School Board of Clay County shall be an additionally named as insured, as well as the Certificate Holder only on the general liability insurance. A copy of this policy will be filed with the District's Risk Manager.

17. The Contracted School shall maintain the confidentiality of student Records pursuant to Federal and State Law.

18. The Contracting School represents and warrants to the School Board that the Contracting School has read and is familiar with Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467, 1012.468 and 1012.56(9) regarding background investigations. Contracting School covenants to comply with all requirements of the above cited statutes and shall provide School Board with proof of compliance upon request. Contracting School agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the CONTRACTOR'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467 and 1012.468 and 1012.56(9).

19. The parties agree that the provisions of this contract, as set out herein above, constitute the entire agreement of the parties and may be amended in the same manner as the execution of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

WITNESSES:

**CARLTON PALMS EDUCATIONAL
CENTER, INCORPORATED**

_____ BY _____
State Director

DATE: _____

WITNESSES:

**SCHOOL BOARD OF CLAY
COUNTY, FLORIDA**

_____ BY: _____
Johnna McKinnon, Chairman of the Board

DATE: _____