

**COOPERATIVE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND
CLARKE SCHOOL FOR THE DEAF DBA CLARKE SCHOOLS FOR
HEARING AND SPEECH**

THIS AGREEMENT is entered into by THE SCHOOL BOARD OF CLAY COUNTY for the purpose of providing appropriate educational services for certain students with disabilities at The Clarke School for the Deaf dba Clarke Schools for Hearing and Speech, a private school.

THIS AGREEMENT ("Agreement"), effective from **July 1, 2016 to June 30, 2017** by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter referred to as the "Board" and The Clarke School for the Deaf dba Clarke Schools for Hearing and Speech and hereinafter referred to as the "Contracting School".

WHEREAS, the Contracting School is approved by the Board as a school conducting programs of education, training and related services for exceptional students as outlined under Rule 6A-6.0361, FAC.

WHEREAS, the Board wishes to provide a special program of education or training for certain student with disabilities who meets the following criteria:

1. Exceptional children who are residents of Clay County, Florida, and are eligible for enrollment in the Clay County school System.
2. Exceptional children who are appropriately identified as an exceptional student by Clay County School System in compliance with State Statutes and all pertinent state and local board rules, regulations and criteria.
3. An Individual Educational Program (IEP) has been established for the exceptional student based on assessment results, which indicate specific educational needs and such plan and needs are agreed upon by the IEP team.
4. The type of individual program provided for each student to be rendered by the Contracting School is attached hereto and made part hereof by reference and is designated as Attachment A (IEPs). The program contemplated by this contract shall be instructional.

WHEREAS, the Board believes that the contracting School can meet the education training needs of the student as outlined in the Individual Educational Program and the Contracting School has provided documentation demonstrating compliance with the requirement of Rule 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 Contracting School shall accept the enrollment of the Students, who have been evaluated by the Board as exceptional students in an appropriate educational program to fit the Student's special needs.
2. The Cooperative Agreement period begins on **July 1, 2016** and terminates on **June 30, 2017**. This Agreement can be terminated for any reason by the Board, the funding agencies, or the Contracting School at any time after giving thirty (30) days written notice
3. The Board agrees to pay only the educational expenses of the students for the Agreement period. This sum shall be billed to the Board at the end of each month for the educational program provided the exceptional students.
4. The parties to this Agreement concur that the Students are eligible for special education services as students identified as is **Deaf or Hard-of-Hearing, Speech Impaired, and Language Impaired**. The program contemplated by this Agreement shall be instructional only. The program will comply with all provisions of the current Board approved *Exceptional Student Education Policies and Procedures (SP&P)*. Enrollment may not exceed ten (10) students in any year without mutual agreement between the Contracting School and the Board.
5. The Contracting School shall provide instructional personnel for the Students who are certified in accordance with **Rules 6-A-1.0503 and 6A-4.002, FAC**. The Contracting 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-language pathologist. The Contracting 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 Contracting School shall provide an educational program consisting of five (5) hours per day of instruction, five (5) days per week, excluding school holidays. The Contracting 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 their IEP annual goals and short-term objectives shall be submitted to the Board. A periodic evaluation of the Students' progress, including grades, course credits, and progress toward Next Generation Sunshine State Standards or Access Points shall be submitted to the Board by the Contracting School at the end of each school semester and the summer term.
7. Meetings to review or revise each student's IEP may be initiated by either the Contracting School or the School Board. Prior to initiating any change in the IEP, the Board shall provide permission for said change. The Board and Contracting School

shall ensure that the parents and Board representative(s) are involved in any decision about IEPs.

8. The Contracting School shall comply 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 Contracting 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 Contracting School will, at all times, comply with local and state standards for health and safety of the student, whichever are more stringent.
9. Contracting 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. Methods are in place and agreed upon by all parties to resolve interagency disputes. These methods may be initiated by the School Board to secure reimbursement from other agencies. These methods include informal/formal meetings, mediation, due process hearing, other methods as appropriate or conflict resolution procedures consistent with Section 120.57, F.S., the Administrative Procedures Act.
11. The staff of the Board will be permitted to review the program provided by the Contracting School and visit and confer with staff of the Contracting School and the parents upon reasonable request of any party to this Agreement and at reasonable times.
12. The Contracting School agrees to administer, score and report the results of all state required screening, diagnostic and evaluative assessments including the Battelle Developmental Inventory. The Board agrees to train Contracting School's personnel to administer such instruments.
13. This is a fixed-fee for term, non-cost based contract. For each eligible 253 student the Board shall pay a total of **\$11,110.00** per year payable in ten (10) monthly installments of **\$1,111.00**. For each eligible 254 student the Board shall pay a total of **\$14,921.69** per year payable in ten (10) monthly installments of **\$1,492.17**. For each eligible 255 student the Board shall pay a total of **\$22,370.00** per year payable in ten (10) monthly payment of **\$2,237.00**. Should the student be absent for more than ten (10) consecutive school days, the Contracting School will contact the Board to negotiate an adjusted payment. The Board provides funding for a twenty-five (25) hour/week educational program. The educational costs are for five (5) hours of instruction per day for a 180-day school year plus whatever extended school year (ESY) services are determined necessary by the IEP team. All invoices shall be paid in accordance with The Florida Prompt Act.

14. If there is a loss or reduction of the FTE, FEFP or other source of funding for the Students' educational services, there will be a proportional decrease in the fee payable under paragraph 12 for the services provided by the Contracting School to the Students. The intent of this provision is to pass through the funding for the Students received by the Board to the Contracting School, and to hold the Board harmless from any funding deficit that may arise during the term of this Agreement, because of budget cuts or for other reasons.
15. **Rule 6A-6.0361 FAC** is incorporated into this Agreement by reference and all parties agree to abide by all the terms and conditions as set forth in this rule.
16. 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.

17. The Contracting School shall provide the Board with proof of general liability insurance in the amount of \$1,000,000 and name the Board as additionally insured only on the general liability insurance. A copy of this policy will be filed with the Board's Risk Manager.
18. The Contracting School shall maintain the confidentiality of Student records pursuant to Federal and State Law.
19. Pursuant to Section 1012.465 Florida Statutes, (the Jessica Lunsford Act) the Contracting School is an entity under a Cooperative Agreement with this School Board and its employees and subcontractors are not employees of the School Board. Therefore, Contracting School, its employees and its subcontractors who have direct contact with students in and on the Contracting School's facilities or who have access to or control of school funds shall submit to and pass a level two (2) background investigation as required by Florida Statutes. The Contracting School shall bear all costs associated with the above referenced background checks.
20. The parties agree that the provisions of this Agreement, as set out herein above, constitute the entire agreement of the parties and may be amended in writing in the same manner as the execution of this Agreement.
21. All Board contracts involving Federal funds must contain the following provisions required by applicable Sections of Title 34, Section 80.36(1) and 85.510, Code of Federal Regulations, which are included by reference herein.

- a) Debarment: The Contracting School certifies that the Contracting School and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally-funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally-funded transactions, the Contracting School shall immediately notify the Superintendent, in writing.

- b) Records: The Contracting School will also be required to provide access to records, which are directly pertinent to the Agreement and retain all required records for three (3) years after the Board's final payment is made.
- c) Termination: As with all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the Agreement for cause as well as for convenience by issuing a certified notice to the Contracting School.

- 22. The appropriate court of Clay County, Florida shall be the exclusive venue for any litigation arising out of or relating to this Agreement.
- 23. The parties knowingly and voluntarily waive their right to trial by jury in any action arising out of or relating to this Agreement.

APPROVALS

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first herein above set forth:

SIGNATURES

The foregoing Clarke School for the Deaf dba Clarke Schools for Hearing and Speech and Clay County School Board Agreement has been received and approved by the parties listed below.

Johnna McKinnon, Chairman of the Board
School Board of Clay County

_____ Date

Terry D. Roth, Director,
Exceptional Student Education and Student Services
School Board of Clay County

_____ Date

Chief Financial Officer
Clarke Schools for Hearing and Speech

_____ Date

Director
Clarke Schools for Hearing and Speech

_____ Date