

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

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

THIS AGREEMENT ("Agreement"), effective from July 1, 2019, to June 30, 2021, by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "Clay Board"), and The Clarke School for the Deaf dba Clarke School for Hearing and Speech (hereinafter referred to as the "Contracting School").

WHEREAS, the Contracting School is approved by the Clay Board as a school conducting programs of education, training and related services for exceptional students as outlined under Rule 6A-6.0361, FAC, and has the experience, skill and expertise to deliver the services described in this agreement, and

WHEREAS, the Clay Board wishes to provide a special program of education or training for certain students with disabilities who meet 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 exceptional students by the 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 (hereinafter "IEP") has been established for the exceptional students assigned under this Agreement 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 a part hereof by reference and is designated as Attachment A (IEPs). The program contemplated by this contract shall be instructional.

WHEREAS, the Clay Board believes that the Contracting School can meet the education training needs of the students as outlined in the IEPs 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 Clay 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. This Agreement period begins on July 1, 2019, and terminates on June 30, 2021. This Agreement can be terminated for any reason by the Clay Board, the funding agencies, or the Contracting School at any time after giving thirty (30) days' written notice. The Clay Board may immediately terminate this Agreement without penalty upon: (a) Contracting School's violation of any federal, State, or local law, regulation or rule; (b) neglect of any duty owed to the Clay Board, including, but not limited to any unauthorized absence from any scheduled event; (c) Contracting School's inability or disqualification to perform its obligations to the Board; or (d) incompetence or unprofessional conduct by or on behalf of the Contracting School.

3. The Clay Board agrees to pay only the educational expenses of the students for the Agreement period. The sum shall be billed to the Clay Board at the end of each month for the educational program provided to each of the exceptional students.

4. The parties to this Agreement agree that the students eligible for special education services are students identified as Deaf or Hard-of-Hearing, Speech Impaired, and Language Impaired. The program shall be instructional only and will comply with all provisions of the current Clay Board-approved *Exceptional Student Education Policies and Procedure (SP&P)*. Enrollment may not exceed ten (10) students in any year without mutual agreement between the Contracting School and the Clay 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 Clay Board. If changes in instructional personnel are made, the Clay 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 for a total of 180 days per school year. This program may be modified by Contracting School in consultation with and with approval of the Administration of Clay Board in the event of a declaration of emergency which effects school attendance, which declaration is made by the Governor of the State of Florida or the Chief Executive of the county in which the Contracting School is operating. Such modifications by Contracting School shall be limited to those which are necessary to comply with the parameters of the declared emergency. The Contracting School shall provide a monthly attendance record to the Clay 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 Clay 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 Clay 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 Clay Board. Prior to initiating any change in the IEP, Contracting School must obtain written consent to such change from the ESE staff of the Clay Board. The Clay Board and Contracting School shall ensure that the parents and Clay 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 three (3) business days after the date of hire. Said verification shall be supplied to the Clay 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 Clay Board to secure reimbursement from other agencies. These methods include informal/formal meetings, mediation, due process hearing, other methods as appropriate, including conflict resolution procedures consistent with Section 120.57, F.S. of the Administrative Procedures Act.

11. The staff of the Clay 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 Clay 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 254 student, the Clay Board shall pay a total of \$15,246.00 per year for the 2019-2020 school year payable in ten (10) monthly installments of \$1,524.60. For each eligible 255 student, the Board shall pay a total of \$23,697.00 per year for the 2019-2020 school year payable in ten (10) monthly installments of \$2,369.70. Should the student be absent for more than ten (10) consecutive school days, the Contracting School will contact the Clay Board to negotiate an adjusted payment. The fixed fees for the 2020-2021 school year have not been established but will be determined by the funding for each classification which funding is paid to Clay Board by third party funding sources. The Clay 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 one hundred eighty (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 Payment Act (Florida Statute 218.70

et seq.). The Clay Board shall only pay tuition for preschool aged students (Pre-K) who are no younger than the age of three (3) years and who are not McKay Scholarship eligible. After the first year at Contracting School, all students shall utilize a McKay Scholarship for further educational services with the Contracting School at the earliest time eligible, but no later than their third year of attendance.

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 Clay Board to the Contracting School, and to hold the Clay 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 Clay Board's liability beyond that which is set forth in 768.28, Fla. Stat., or to otherwise waive the Clay Board's sovereign immunity, or to require the Clay Board to indemnify the Contracting School 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 Board of Clay County, Florida or its School Board members, officers, administrators, agents or employees.

Contracting School shall, in addition to any other statutory or common law obligation to indemnify the Clay Board, indemnify, defend and hold harmless the Clay Board, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the Clay Board 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 Contracting School or Contracting School'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 Clay Board for any negligence on the part of the Clay Board, its agents or employees.

The indemnification obligations of the Contracting School hereunder shall not be subject to any limitation on the amount, type of damages, compensation or benefits payable by or for the Contracting School 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 Board.

17. The Contracting School shall provide the Board with proof of general liability insurance in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, and workers compensation policy in the amount of \$100,000.00. The School Board of Clay County, Florida shall be named as an additional insured only on the general liability insurance. A copy of the certificate of insurance and 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 and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99.

19. Pursuant to Section 1012.465, Fla. Stat. (the Jessica Lunsford Act), the Contracting School is an entity under a Cooperative Agreement with this Board and its employees and subcontractors are not employees of the Board. Therefore, the 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 II background investigation as required by Florida Statutes. The Contracting School shall bear all costs associated with the above-referenced background checks. Contracting School's indemnification obligations to the Board (See paragraph 16) extend to and include any liabilities, injury or damages resulting from Contracting School's failure to comply with the requirements of this paragraph.

20. Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. Accordingly, in addition to all other Public Records obligations, Contractor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement (“Agreement Data”) which come within the definition of a “public record” under Chapter 119.
- b. Provide to the District, upon its request and free of charge, a copy of each record which Contractor seeks to produce in response to a public records request.
- c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its obligations under the Agreement, transfer to the District, at no cost, all Agreement Data in Contractor’s possession or otherwise keep and maintain such data/records as required by law.

21. The parties agree that the provisions of this Agreement, as set out hereinabove, constitute the entire agreement of the parties and may be amended in writing in the same manner as the execution of this Agreement.

22. To the extent that the District is using federal funds as a source of payment for this Agreement, Contractor shall execute and deliver to the District the following forms: (a) Regulatory Compliance Statement; (b) Certification Regarding Non-Discrimination; (c) Certification Regarding Lobbying; (d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (e) Certification Regarding Drug-Free Workplace Requirements; and (f) Non-Collusion Affidavit.

23. The circuit court of the Fourth Judicial Circuit, in Clay County, Florida, shall be the exclusive venue for any litigation arising out of or relating to this Agreement.

24. The parties knowingly and voluntarily waive their right to trial by jury in any action arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year set forth below. This Agreement shall be effective nunc pro tunc to July 1, 2019.

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

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By _____
CAROL STUDDARD, Chairman

Date: _____

By Terry Roth
TERRY D. ROTH, Director of Exceptional Student Education and Student Services

Date: _____

THE CLARKE SCHOOLS FOR HEARING AND SPEECH

By Douglas W. Scott
**Printed Name: Douglas W. Scott, President and CEO
Chief Financial Officer
Clarke School for Hearing and Speech Florida, Inc.**

Date: 07/13/2020

By Alisa Demico
**Printed Name: Alisa Demico
Director
Clarke School for Hearing and Speech Florida, Inc.**

Date: 07/16/2020