

CHALLENGE ENTERPRISES AGREEMENT

- I. THIS AGREEMENT, effective from **August 10, 2015 to June 30, 2016** by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter referred to as the “School Board” and Lighthouse Learning Center, an entity of Challenge Enterprises of North Florida, and hereinafter referred to as the “Contracting School” for the purpose of providing appropriate educational services for certain students with disabilities.
- II. WHEREAS, the Contracting School is approved by the School Board as a school conducting programs of education, training and related services for exceptional students as outlined under Rule 6A-6.-061, FAC.
- III. WHEREAS, the School Board wishes to expand the inclusion opportunities for students with disabilities and 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 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 and criteria. Students addressed by this contract shall require:
 - a. Collaborative, seamless, community-based and family-centered care and developmentally appropriate educational practice that shall empower children to maximize their chances of achieving long-term success in typical school settings and transition at age six (6) from Contracting School to a regular school setting including Part B Exceptional Student Education Programs in the School Board of Clay County schools and/or appropriate community resources. The transition process facilitates the need to educate families about the similarities and differences between Contracting School and services for school-age children ages six (6) through twenty-one (21).
 - b. The overall goal is to provide a cost efficient and highly effective program serving Clay County resident families of children with identified developmental, cognitive, language, speech, behavioral or other deficits defined by the State of Florida as eligible for Exceptional Student Education Services based on a multi-disciplinary evaluation. Student’s ages three (3) through six (6) shall be eligible for services. At age six (6) or earlier, the individual child shall transition from the Contracting School to public services.

Any exceptions to this policy must be requested in writing to the Director of ESE and Student Services.
 - c. Students younger than three (3) years of age shall not be served under this agreement.

3. Exceptional children for whom an Individual Education Plan (IEP) has been established which indicates the specific supports and services required and which plan is agreed upon by the parents of the students, School Board personnel, and Contracting School personnel.

IV. Further Agreements

1. The School Board agrees to pay the annual educational expenses, as defined by the IEP and the appropriate matrix number/calculation based on the FEFP to meet the child's needs for the agreement period for students identified as Matrix 254 (\$20,000.00) or 255 (\$27,000.00). All other ESE students (level 111) shall be paid at an annual rate of \$8,000.00. This sum shall be prorated on a monthly basis and billed to the School Board at the end of each month for the educational program (10 months) provided the exceptional student(s). All invoices shall be paid in accordance with the Local Governmental Prompt Payment Act.
2. Costs of physical, occupational and speech/language therapy for eligible students shall be paid by the School Board. Therapy costs shall be billed to the School Board at the end of each month. The School Board reserves the right to provide its own therapist(s) with thirty days notice. All invoices shall be paid in accordance with the Local Governmental Prompt Payment Act.
3. The School Board shall provide a certified and appropriately credentialed ESE teacher to assist the Contracting School with professional development. The teacher shall be an employee of the School Board. As such, this teacher shall be supervised by the director of the Contracting School and shall be evaluated by the Director, of Exceptional Student Education and Student Services. The cost of the teacher shall be paid from Grant funds. This board provided teacher may be withdrawn with mutual agreement, or should continued grant funding not be available. At the signing date of this agreement, such grant funding is available through this change.
4. The School Board shall provide for an ESE secretary to assist the Contracting School with record keeping and compliance with ESE procedures. The School Board shall also provide funding for an LPN. The total combined reimbursed salary of these positions may not exceed \$55,000.00. The ESE secretary may be a part time position. This sum shall be prorated and billed to the School Board in equal intervals over (10 months). The ESE secretary is responsible for school IEP and transition meetings for student transitioning from part C to part B and shall also assist in scheduling meetings for students being served by the PreK Assessment Team, based at Contracting School. All invoices shall be paid in accordance with the Local Governmental Prompt Payment Act.
5. The program provided by the Contracting School shall comply with all provisions of the current School Board approved Special Programs and Procedures for Exceptional Students.
 - a. The Contracting School shall provide instructional personnel who are certified in accordance with Rules 6-A-1.30503 and 6A-4.002 FAC. The Contracting School shall assure that all instructional personnel hold a professional or temporary Florida

certificate. Therapies shall be provided by appropriately licensed personnel. The Contracting School shall provide copies of teacher certification and therapist licensure to the School Board. If changes in instructional personnel are made, the School Board shall be notified and copies of certification and licensure provided within ten (10) days.

- b. The Contracting School shall provide an educational program consisting of six (6) hours per day of instruction, five (5) days per week, excluding school holidays. The Contracting School shall provide a monthly attendance record to the district. This attendance record shall accompany the monthly invoice(s). Any extensive absence (greater than ten (10) consecutive days or greater than five (5) days in a month) shall be reported to the Director of ESE and Student Services. In addition, the Contracting School shall submit a progress and evaluation report on each student to the School District ESE staff as requested. The schools shall report to parents and include progress toward each student's IEP annual goals.
6. Meetings to review or revise a students' IEP may be initiated by either the Contracting School or the School Board's Representative. Both parties shall ensure that the IEP meetings are held in accordance with all State Board rules.
7. The Contracting 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 Contracting School assures that it does not and shall not discriminate against any student because of race, color, creed, sex, national origin, sexual orientation or disability. The Contracting School shall, at all times, comply with local and state standards for health and safety of the student, whichever is more stringent.
8. The staff of the School Board shall be permitted to review the program provided by the Contracting School and visit and confer with staff of Contracting School and the parents upon reasonable request of any party to this agreement and at reasonable times.
9. The School Board shall provide transportation for eligible students, as needed, and as specified in the IEP.
10. The Contracting School shall provide the School Board with proof of general liability insurance in the amount of \$1,000,000 and name the School Board as additionally insured only on the general liability insurance as well as a Certificate Holder. A copy of this policy shall be filed with the School Board's Risk Manager.
11. The Contracting School shall maintain the confidentiality of student records pursuant to Federal and State Law.
12. 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 hearings, other methods as appropriate, or conflict resolution procedures consistent with Section 1320.57, F.S., of the Administrative Procedures Act.

13. 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 is not and its employees or subcontractors are not, considered employees of the School Board, except as expressly noted. 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 this above-referenced background checks.
14. The Contracting School shall accept the enrollment of the students who have been evaluated by either Early Steps or the Clay County School Board as an exceptional student and shall place said student in the appropriate educational program to fit the student's needs. Contracting School, parent, and ESE Director or designee shall provide for three (3) year re-evaluation(s) as determined by the IEP committee.
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.

V. Term

The term of this contract shall be for one (1) school year to run concurrent with that of the School Board and includes extended school year services (summer school). Beginning date of this contract is **August 10, 2015**. This contract can be terminated for any reason by the School Board or Contracting School at any time after giving thirty (30) days written notice. The actual services shall be during the Contracting School term, the last regular day for students being **June 3, 2016**, or as recommended by the IEP team. **Extended School year services may continue beyond that date, but in no case shall go beyond twenty additional instructional days.**

APPROVALS

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

SIGNATURES

The foregoing Agreement between the Contracting School and The School Board of Clay County, Florida has been received and approved by the parties listed below:

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

Date

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

Date

President Board of Directors
Challenge Enterprises

Date

Chief Executive Officer
Challenge Enterprises

Date