

P S N D

**The Preparatory School at National Deaf Academy
Written Agreement with Local Education Agencies (LEA)
2015-2016 Academic Year**

Sending Agency	LEA Representative
Address	City, State, Zip
Telephone	Fax Email
Student Name	Date of Birth
Social Security	Parent/Guardian
Address	City, State, Zip
Telephone	Fax Email

Base Tuition Rate

\$225.00 per Diem

IEP Related Services (estimated costs @ \$60.10/hr) 2015-2016

<input type="text"/>	Academic Aide - 1:1	<input type="text"/>	Speech/Language Pathologist
<input type="text"/>	Occupational Therapy	<input type="text"/>	Physical Therapy
<input type="text"/>	Tutoring 1:1	<input type="text"/>	Job Coaching

PSNDA agrees to...

1. Abide by the Family Education Rights & Privacy Act (FERPA) for confidentiality, and maintenance of educational records;
2. Provide licensed Special Education personnel and licensed teachers;
3. Supervise the implementation of IEP's and evaluation plans;
4. Provide direct and related services to the students;
5. Return all original educational records back to the sending agency within one month of a student's cessation of enrollment (other than matriculation); or to the parents/guardians within one month of matriculation. A copy of the student's educational file will be retained, including but not limited to, transcript, IEPs, evaluations, disciplinary reports, and awards and commendations for a period of at least one year;
6. Comply with the requirements of the Individuals with Disabilities Education Act ("IDEA"), and Florida Exceptional Student Education regulations, concerning the discipline of special education students including:
 - a. except as specifically authorized by Florida Education regulations;
 - b. telephone and written notification to the parent/legal guardian and LEA of any student suspension;
 - c. schedule and arrange for written notification to the student, parent/legal guardian and LEA regarding a student's due process hearing;
 - d. convening a student's IEP Team to determine if the suspendable behavior is a manifestation of the student's disability;
 - e. except as authorized by the IDEA and the Florida regulations, not suspending a student for more than ten (10) school days, consecutive or cumulative, without reconvening the IEP team to hold an evaluation to determine whether there has been a significant change in placement;
 - f. providing school information and data to educational and behavioral components for an evaluation, and interim IEP, to the LEA;
7. Reserve the right to rescind the admission of a student if PSNDA determines it can no longer continue to provide an appropriate and safe program for the student. Upon such a determination, PSNDA will provide telephone and written notification to the parent/guardian and the LEA;
8. Maintain an individual education file for each student which will include meeting notices, re-evaluations, IEPs, progress reports, access to records form, destruction of records forms, and any other pertinent school records;
9. Coordinate re-evaluations and IEP meetings occurring at PSNDA, and make classroom teachers available for meetings in accordance with the law;
10. Conduct psycho-educational and academic evaluations as determined by the Evaluation & Planning Team;
11. Provide current information for IEP development;
12. Participate in all noticed IEP and re-evaluation meetings;

13. Chair/co-chair with LEAs all IEP and re-evaluation meetings using PSNDA forms or forms provided by individual student's states. Ensure that copies of completed documents are mailed to participants postmarked within twenty-one (21) working days from the date of the meeting;
14. Hiring and assuming financial responsibility of interpreters for internal school programs;
15. Advertise, interview, hire, and supervise teachers, aides, educational interpreters;
16. Maintain regular communication with the LEA concerning prospective programmatic changes;
17. Maintain a State of Florida Board of Education approval as Florida Preparatory School providing exceptional students education (special education).
18. Assist the LEA in arranging for any related services required by the IEP that are not a part of our internal school program, including but not limited to, OT/PT, speech, language, extended year plans, etc.
19. Implement the student's IEP to reasonably assure that the IEP goals and objectives are implemented;
20. Assist LEA in developing transition and reintegration plans;
21. Identify and designate an academic case manager for each student;
22. Obtain annual approval of tuition rate(s) by the PSNDA Board;
23. Notify the LEA of any student who is truant or who is planning to withdraw from school, and collaborate with LEA and parents/guardians/guardians to maintain the student in school or find other educational alternatives;
24. Prepare and send quarterly progress reports to the parents/guardians and the LEA;
25. Notify the LEA promptly if a Special Education student appears to be at risk of failure; if the IEP as written appears not to be meeting the student's needs; or if any other problem of significance to the student arises.
26. PSNDA shall provide the LEA with proof of general liability insurance in the amount of \$1,000,000 and workers compensation insurance in accordance with Fla. Stat. and shall name the LEA (School Board of Clay County, FL) as additionally insured as well as an additional certificate holder. Certificate of Insurance must have an A- or better rating. A copy of this policy shall be filed with the LEA's Risk Manager.
27. 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.

The LEA / Sending Agency agree to...

1. LEA does not agree with the placement of this child at this facility. That notwithstanding, LEA agrees to the following terms in order to meet the education needs of this student.
2. PRIOR TO ENROLLMENT provide PSNDA with all student records, including copies of current health records, most recent IEP, evaluation records including the most recent re-evaluation, behavioral evaluations, student disciplinary reports, and any other relevant school records and information;
3. Offer an interim IEP and provide special education services thereafter when a student is suspended for more than ten (10) days, or expelled;
4. Assume financial responsibility for the educational portion of tuition and additional IEP related services including employment of individual aides for students with behavioral, medical, or special communication needs, as determined by the IEP team; and additional services and extra-curricular activities not provided as part of PSNDA's program(s) but required by the IEP, such as job coaches, deaf mentoring, tutoring, work program and after school activities at mainstream schools;
5. Assume duty of assigning responsibility for transition components of the IEP to other appropriate agencies;
6. Send out notices of special education meetings to all participants as well as notices for evaluations (re-evaluations);
7. With advance notice, assume financial responsibility for interpreters at all meetings, classes, and activities that are held outside of PSNDA at the cost charged by the interpreter service.
8. Participate in all noticed IEP and re-evaluation meetings as the LEA representative. If cancellation of physical attendance by the LEA occurs, participation of LEA representative will be held through telephone conference, or by another member of the IEP team appointed by the LEA to be the LEA representative during the meeting;

- 9. As determined by the IEP team, assume all responsibility associated with Extended Year Plans (EYP) including their writing, implementation, and financial support;
- 10. Have ultimate responsibility for procedural requirements in meeting the Individuals with Disabilities Education Act (IDEA), and the Florida Exceptional Student Education Regulations.

**scheduling the inclusion of interpreters is not always possible when required to hold a meeting within compliance time frames as dictated by the Individuals with Disabilities Education Act (IDEA), and the Florida Exceptional Student Education Regulations (FLRegs.), for the discipline of students. If interpreter unavailability occurs, IDEA and FL Regs. will take precedence and the meeting will be held. All attempts will be made to provide reasonable accommodations for participants in the meeting who are deaf, in accordance with the Americans with Disabilities Act (ADA).

PSNDA reserves the right to reconvene the IEP team with the parent, and LEA for the purpose of reviewing and/or modifying a student's IEP. PSNDA will only accept a student who has completed our admissions procedures, including health, parent/school information, and has been found to be an appropriate candidate for its school program(s). PSNDA reserves the right to conditionally accept a student pending diagnostic assessment stipulated as part of the Individualized Education Program (IEP).

Authorized Signatures

Signature of Local Education Agency Representative

 Date

Johnna McKinnon

Printed Name of Local Education Agency Representative

Chairman of the Board,
 School Board of Clay County

 Position

Signature of PSNDA School Representative

 Date

Printed Name of PSNDA School Representative

 Position

** **Please note**, this contract must be signed by the Local Education Agency Representative, and received by The Preparatory School at National Deaf Academy **prior to the student arriving at school.***

The Preparatory School at National Deaf Academy is a private school in Lake County Florida providing exceptional student education. The school is fully accredited through AdVanced Accreditation.

Student Name: