

## CONTRACT

THIS CONTRACT, made and entered into this **27<sup>th</sup> day of August 2015**, by and between the **SCHOOL BOARD OF CLAY COUNTY, FLORIDA** ("CCSB"), and, **Mainspring Academy**, hereinafter referred to as the "Contracted School", for the enrollment of \_\_\_\_\_ ("Student") at the Contracted School.

### WITNESSETH:

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

WHEREAS, CCSB agrees to support the educational services as outlined in the Individualized Education Program in the private school placement.

1. Student is a resident of Clay County, Florida and eligible for enrollment in Clay County Schools.
2. Student 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 weekly reporting on data and assessment results (including graphs), which indicates specific educational needs an such plan and needs are determined by the IEP team; and

WHEREAS, CCSB 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.

1. The Contracted School shall accept the enrollment of the Student, who has been evaluated by CCSB as an exceptional student, in an appropriate educational program to fit the student's special needs.
2. The Contracted School shall provide CCSB documentation of the qualifications for personnel for the Student, as defined by Rule 6A-1.0503, FAC, or an appropriate and identified licensing entity and including out-of-filed notification requirements of Section 1012.42 F.S...If changes in instructional personnel are made, CCSB will be notified within ten (10) days.
3. The Contracted School does hereby agree to adopt the policies required in Rule 6A-1 .0502 FAC, for the appointment of persons as non-certificated instructional personnel.

4. The Contracted School will assume responsibility for the implementation of all special education and related services included in the IEP.
5. Meetings to review or revise the student's IEP may be initiated by either the Contracted School or CCSB. Any change in the student's IEP, shall require permission for said change from the CCSB prior to implementation of the change. CCSB and Contracted School shall ensure that the parents and Board representative(s) are involved in any decision about the student's IEP.
6. The staff of CCSB will be permitted to review the program provided by the Contracted School and visit and confer with the Contracted School and the parents upon reasonable request of any party to this agreement and at reasonable times. Student performance data will be provided every two weeks to the CCSB Board Certified Analyst, and upon request.
7. This is a fixed-fee for term, non-cost based contract. CCSB shall pay in accordance with the Tuition Agreement and Payment Schedule attached hereto as Exhibit "A" and incorporated into this contract by reference hereto.
8. 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 the contract with the School Board of Clay County, Florida.

9. To the extent required by Florida Statute Section 768.28, CCSB its employees and agents, when applicable, shall assume responsibility for Student when the Student is on public school grounds and agreed to by CCSB, and is not in the care, custody or control of the Contracted School.
10. The Contracted School will ensure the length of the school day and minimum number of days is in compliance with Rule 6A-1.0451 I 1, FAC and shall report any non-attendance of the Student to the Exceptional Education and Student Services Department of CCSB.
11. The Contracted School will provide the Student with educational and behavioral programming to include the following:
  - a. Collaboration with the Local Education Agency (LEA) in the development of the Contracted School's Individual Education Plan (IEP).
  - b. The goals and objectives from the Individual Student Program, developed by the Contracted School, and IEP shall be monitored by the Contracted school. Any information related to the IEP will be shared with CCSB. A meeting to review or update the IEP may be conducted at the request of any Team member .
  - c. A Learning Plan and Individual Behavioral Treatment (IBT) program WILL be developed by the Contracted School to reduce behaviors identified by the Team assigned to the student as part of the IEP. -Any IBT program will be shared with CCSB. In no case will the use of prone or supine restraint be used with the Student.
  - d. This enrollment agreement covers the period from **August 17, 2015 through October 16, 2015**, providing extended school year services.
  - e. CCSB is in no way responsible for the delivery of or payment for, services identified in any and all separate contracts between the parent and the Contracted School or the Contracted School and consultants/agencies.

- f. Student will receive instruction based upon the present skill level of the student, current assessments, and teaching objectives. Instruction will be delivered as provided in the student's IEP and may include the following ways: 1 on 1, small group, large group, and incidental teaching.
  - g. The Contracted School will contact CCSB for purposes of training, evaluation, and program development as necessary.
  - h. As determined by the district's IEP Team in conjunction with the Contracted School staff exit criteria will be determined based on individual student's progress and assessment of continued benefit from the program. A team conference and IEP meeting will be conducted to assist parents with transition to CCSB or other placement.
12. The Contracted School will provide CCSB with student records, assessments, and information pertinent to the Grade Gathering Document.
  13. The Contracted School will notify the ESE/Student Services Director or designee and parent of the use of seclusion or restraint of a student, in accordance with Section 1003.573, F.S. State timelines for reporting will be adhered to by the Contract School.
  14. CCSB is responsible for the reporting, data collection and monitoring the use of seclusion or restraint of a student, in accordance with Section 1003.573, F.S.
  15. The Contracted School agrees to maintain insurance coverage according to the types and levels of insurance set forth in Exhibit "B", which, along with any addenda thereto, is incorporated into this Agreement by reference hereto. The term "CONTRACTOR/VENDOR" in Exhibit "B", shall mean the "Contracted School" under this Agreement. The District shall be named as additionally insured. A copy of the Contracted School's certificate of insurance shall be provided upon request.
  16. The Contracted School shall maintain the confidentiality of student records pursuant to Federal and State Law.
  17. The Contracted School agrees that it complies with the Civil Rights Act of 1964, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975 or fair access to facilities under the Boy Scouts of America Equal Access Act and Section 504 of the Rehabilitation Act of 1973. The Contracted School will, at all times, comply with local standards for health and safety of students.
  18. The Contracted School and CCSB agree not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with State and Federal regulations, except on written consent of the recipient or parent or guardian where authorized by law.

19. The parties agree that each party has the ability to terminate this agreement after thirty (30) days written notice is given to the other party. If this agreement is terminated, before the contract expires, each party shall cease to be liable to the other party under the terms of the agreement for the rest of the duration of the agreement term.
20. 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 120.57, F.S, of the Administrative Procedures Act.
21. 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 writing in the same manner as the execution of this contract.
22. The laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto and venue with regards to any proceedings arising from this Agreement shall lie in CLAY County, Florida.
23. Neither party may assign any rights under this Agreement, nor delegate the performance of any duties hereunder, without the prior written consent of the other party.

**[Signature page follows on next page]**

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

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

By: \_\_\_\_\_  
Charles VanZant, Superintendent  
Ex-Officio Secretary to the Board

By: \_\_\_\_\_  
Johnna McKinnon, Board Chairman

Date: \_\_\_\_\_

**Form Approved:**

By: \_\_\_\_\_  
Charles D. Sikes, Esq.  
Attorney for the School Board

Date: \_\_\_\_\_

**MAINSRING ACADEMY**

By: \_\_\_\_\_  
Executive Director

Dated: \_\_\_\_\_

**Exhibit A**  
**Mainspring Academy**  
**TUITION AGREEMENT & PAYMENT SCHEDULE**

PREPARED FOR: Clay County Public Schools  
900 Walnut Street  
Green Cove Springs, FL 32043

CHILD'S NAME: \_\_\_\_\_

ENROLLMENT DATE: August 17<sup>th</sup>, 2015 to October 16<sup>th</sup>, 2015

ENROLLMENT: Full Time, Individual Instruction  
Monday-Friday  
8:30 – 2:30

TOTAL TUITION and SERVICES TO INCLUDE 43 DAYS @ \$510.00 PER DAY

Behavioral Support – (2:1 staffing ratio)

BCBA Supervision

Language Therapy

PROJECTED TOTAL TUITION AND SERVICES      \$21,930.00

Contract Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit “B”**  
**Professional Vendor Insurance Requirements**

A. Description of the VENDOR/CONTRACTOR Required Insurance. Without limiting any of the other obligations of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, at the VENDOR/CONTRACTOR’s sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in the Exhibit, the insurance shall commence, at or prior to the execution of this Agreement by CCSB and shall be maintained in force throughout the term of this Agreement.

1. Workers’ Compensation/Employers’ Liability. The Workers’ Compensation/Employers’ Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirement’s set forth herein.

- (a) The VENDOR/CONTRACTOR’s insurance shall cover the VENDOR/CONTRACTOR (and to the extent its subcontractors and Sub-subcontractors are not otherwise insured, it subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable federal or state law.
- (b) The policy must be endorsed to waive the insurers right to subrogate against CCSB and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with CCSB, and its members, officials, officers and employees scheduled thereon.
- (c) Subject to restrictions of coverage found in the standard Workers’ Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act or any other coverage customarily insured under Part One of the standard Workers’ Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers’ Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall be:

1,000,000 Each Accident  
1,000,000 Disease – Each Employee  
1,000,000 Disease – Policy Limit



2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth.

(a) The VENDOR/CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

(b) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be:

1,000,000	General Aggregate
1,000,000	Products/Completed operations Aggregate
1,000,000	Personal and Advertising Injury
1,000,000	Each Occurrence

(c) The VENDOR/CONTRACTOR shall include CCSB and the CCSB members, officials, officers and employee as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insured shall be no more restrictive than that which would be afforded by adding CCSB and the CCSB's members, officials, officers and employees as additional insureds on the latest edition of the Additional insured – Owner's, Lessees or Contractors – Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible \$1500.00 per occurrence. The VENDOR/CONTRACTOR shall pay on behalf of CCSB or the CCSB's member, official, officer or employee any such deductible or self-insured retention applicable to claim against CCSB or the CCSB's member, official, officer or employee for which CCSB or the CCSB's member, official, officer or employee is insured as an addition insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements herein set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

- (b) The CCSB and the CCSB's members, officials, officers and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designation CCSB and the CCSB's members, officials, officers and employees as insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.
- (c) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be:

1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

- 4. Professional Liability. The professional liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

- (a) The professional liability insurance shall be on a form acceptable to the CCSB and shall apply to those claims which arise out of Services performed by or on behalf of the VENDOR/CONTRACTOR pursuant to this Agreement which are first reported to the VENDOR/CONTRACTOR within 4 years after expiration or termination of this Agreement.

Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

- (b) If the insurance maintained by the VENDOR/CONTRACTOR also applies to services other than services under this Agreement, the minimum limits of insurance maintained by the VENDOR/CONTRACTOR shall be 1,000,000 per claim/annual aggregate. If the insurance maintained by the VENDOR/CONTRACTOR applies exclusively to the Services under this Agreement, the limits of insurance maintained by the VENDOR/CONTRACTOR shall be 1,000,000 per claim/annual aggregate.
- (c) Except as otherwise specifically authorized in this Agreement, the insurance may be subject to a deductible not to exceed \$15,000 per claim. The VENDOR/CONTRACTOR shall pay on behalf of CCSB or any CCSB member, official or employee, any such deductible or self-insured retention applicable to any claim against CCSB or CCSB's member, official or employee for which CCSB, CCSB's member, official or employee is insured as an additional insured.
- (d) The VENDOR/CONTRACTOR shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this Agreement which are reported to the VENDOR/CONTRACTOR or the insurer within four years after the expiration or termination of this Agreement.

- B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by CCSB and shall be maintained in force throughout the term of this Agreement. The

VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the requires Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish CCSB with a fully completed satisfactory Certificate of Insurance such as standard ACORD Certificate of Liability Insurance (ACORD Form 25) or the evidence satisfactory to CCSB, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of CCSB, identify this Agreement, and provide that CCSB shall be given no less than thirty (30) days' written notice prior to cancellation.
2. As evidence of the required Addition Insured status for CCSB on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish CCSB with:
  - (a) A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of CCSB's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or
  - (b) The original of the policy (ies).
3. Until such time when the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide CCSB with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.
4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to CCSB, if requested by CCSB, the VENDOR/CONTRACTOR, shall within thirty (30) days after receipt of a written request from CCSB provide CCSB with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The VENDOR/CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the VENDOR/CONTRACTOR's insurers

1. Insurers providing the insurance required by this Agreement for the VENDOR/CONTRACTOR must either be: (1) authorized by a subsidizing certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.
2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required , a Best's Rating of "A-" or better and a Financial Size Category

of “VII” or better according A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify CCSB and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable with an insurer acceptable to CCSB the VENDOR/CONTRACTOR shall be in default of this Agreement.
- D. The VENDOR/CONTRACTOR’s Insurance Primary and Non-Contributory. The insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by CCSB or the CCSB’s member, official, officer or employee.
  - E. The VENDOR/CONTRACTOR’s Insurance As Additional Remedy. Compliance with the insurance requirements with this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to CCSB or others. Any remedy provided to CCSB or the CCSN members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
  - F. No waiver by CCSB Approval/Disapproval. Neither approval by CCSB nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR or the VENDOR/CONTRACTOR’s full responsibility to provide the insurance as required by this Agreement.