

**COOPERATIVE CONTRACT FOR PROVISION OF  
EXCEPTIONAL STUDENT EDUCATION SERVICES: BIRTH - THREE**

**CONTRACT**

This Contract is entered into as of this **19TH day of June, 2009**, between the School Board of Clay County, FL (hereafter "SBCC") and Challenge Enterprises of North Florida. Through this Contract, the parties intend to provide for services, by the parties, in order to implement the Individuals with Disabilities Education Act (IDEA), Part C. The term of this Contract shall be **August 24, 2009 through June 30, 2010** unless terminated earlier pursuant to the terms herein. The intention is to provide these services during the **2009-2010** school year

**I ELIGIBILITY**

**A. Challenge Enterprises of North Florida** shall provide a special program of education and parent training for children under age three pursuant to the following terms:

- 1) Child shall be a resident of Clay County and be enrolled in **Challenge Enterprises of North Florida**.
- 2) By separate arrangement the University of Florida/Jax Early Intervention Program (EIP) multi-disciplinary team, will make the final decision regarding an infant or toddler's eligibility for IDEA Part C.
- 3) Evaluations and recommendations completed by a community multi-disciplinary team will be considered when feasible, in determining eligibility for Part C services as stated in the Part C Program Plan and Operation Guide.
- 4) Eligibility for Special Programs for Exceptional Students shall be determined by the Local Education Agency (LEA) Designee, consistent with the district's Special Programs and Procedures (SP&P) and Florida State Board

of Education Rules.

- 5) The Local Education Agency (LEA) designee will also use Medicaid, Part C, and private assessments, when feasible, to determine eligibility for ESE services as specified in the School District's Special Programs & Procedures Manual (SP&P).

## II FAMILY SUPPORT PLAN

- A. In accordance with IDEA Part C, a Family Support Plan (FSP) consistent with the requirements of Florida School Board Rules and Early Intervention Program Plan for children with disabilities, age's birth to three (3) years, shall be written. The FSP and all supporting evaluation documents shall be placed in the child's audit file at the Contracted agency.
- B. **Challenge Enterprises of North Florida** shall meet the educational needs of each eligible child as specified and agreed to in the Family Support Plan (FSP). Placement and delivery model of services shall be determined based upon parent report, observation, assessment, and concerns as documented on the FSP. A child shall be placed in the least restrictive environment (LRE) or more natural environment in accordance with IDEA, Part C. The service delivery model to be funded by the School District of Clay County will be a developmental day program of no more than 15 hours per week.
- C. If during this FSP process families indicate a lack of transportation to ensure that early intervention services are received, every attempt will be made and documented to assist the family in arranging for the transportation of their child including Medicaid transportation if entitled.
- D. After consultation with the family, **Challenge Enterprises of North Florida** will notify EIP, in writing of any child referred by EIP that they believe would benefit from SBCC funded

Developmental Day Training (DDT).

- E. Within two weeks, the EIP Service Coordinator will consult with the child's family, send prior notice to the family and update the FSP to reflect the change to SBCC funded DDT. This information will be entered into the EIP data system. A copy of the FSP update will then be sent to **Challenge Enterprises of North Florida**.
- F. These SBCC/DDT sessions are considered by EIP to be enhancements of Early Intervention services. Therefore, the DDT sessions will replace previously authorized Early Intervention (EI) sessions unless both are specifically authorized on the FSP update.
- G. If a child is authorized to receive both DDT and EI sessions, he/she can only receive one type of session (DDT or EI) on the same day.
- H. If therapy locations change for any reason, notification of the location change must be made to EIP by LLC so that the FSP can be updated to reflect the change.
- I. Part C funding shall be consistent with EIP and LLC Memorandum of Understanding for Part C required services.
- J. Part C funds shall not be available for children who have reached their third birthday.
- K. By separate arrangement Part C funds shall be available upon approval by EIP's Family Support Team, with an appropriate change in the Family Support Plan.
- L. Steps required to be taken to support the transition of the child to Preschool Part B services, to the extent that those services are considered appropriate, shall occur at least three (3) months prior to child's third birthday. A Transition Planning meeting shall take place at least 90 days prior to the child's third birthday to facilitate eligibility determination and the transition IEP process.
- M. Assessment and evaluation information available from **Challenge Enterprises of North Florida** and, by separate arrangement, the Early Intervention Program shall be used to

determine eligibility as appropriate. Subsequent evaluations necessary for transition to Preschool Part B services shall be conducted by the Student Services Department of the SBCC.

- N. **Challenge Enterprises of North Florida** shall provide the immediate day-to-day supervision and management of the services and programs to be provided in accordance with the terms of this Contract and all applicable rules and regulations of the State of Florida and the SBCC. **Challenge Enterprises of North Florida** shall provide a Program Administrator who shall have authority to supervise and administer the services and program.
- O. Administration and monitoring of **Challenge Enterprises of North Florida** services and programs provided pursuant to this Contract shall be performed through the cooperative efforts of the SBCC and **Challenge Enterprises of North Florida**. By separate arrangement, EIP shall be responsible for monitoring **Challenge Enterprises of North Florida** only for its Contractual obligations as set forth in a Memorandum of Understanding between the Florida Early Intervention Program and **Challenge Enterprises of North Florida**. **Challenge Enterprises of North Florida** and SBCC shall make records available to the Florida Early Intervention Program for local and state quality assurance and monitoring as requested by the University's EIP.

### III RESPONSIBILITIES OF THE PARTIES

- A. The term of this Contract shall be for one (1) school year, said school year to run concurrent with that of the School Board.

- B. This Contract can be terminated for any reason by the School Board or **Challenge Enterprises of North Florida** at any time upon provision of sixty (60) days written notice, including notice to the EIP.
- C. The SBCC agrees to pay \$600.00 for each eligible student, per month, with negotiated total of the equivalent of (15 X 15 = 225) 225 contact hours weekly for 2009-2010.
- D. The payment amount set forth herein is based on average per pupil expenditure. The amount also reflects the option of **Challenge Enterprises of North Florida** to pursue Medicaid payment(s) to subsidize other expenditures per pupil (including materials, equipment, related services and personnel). The payment set forth herein is to fund developmental preschool activities and it is understood that funding for therapies will be pursued through Private Insurance, Medicaid, with Florida Early Intervention Program Part C as payer of last resort.
- E. Developmental day services (range of hours/week from 1 to 15) specified and agreed to by the LEA in the Family Support Plan shall be provided by **Challenge Enterprises of North Florida** and funded as set forth above for no more than 15 children. (15 X 15 = 225 contact hour equivalents).
- F. **Challenge Enterprises of North Florida** shall provide any other reports or information requested by SBCC necessary for receipt of funds or to comply with a requirement of state or federal law.
- G. The ESE Supervisor shall act as principal designee of Contracted agency for the purpose of FTE certification.
- H. **Challenge Enterprises of North Florida** shall provide, at a minimum, the level of staffing required by Department of Children and Families licensing ratios. Multi-age grouping is both permissible and desirable.

- I. **Challenge Enterprises of North Florida** shall provide or arrange facilities for the provision of instructional programs and services for the students.
  - 1.) Facilities shall meet the following requirements: Department of Children & Families Child Care License and inspections; sanitation and health inspections; and fire inspections.
  - 2.) **Challenge Enterprises of North Florida** shall maintain documentation showing that the facility has been approved after undergoing the required inspections.
  - 3.) **Challenge Enterprises of North Florida** shall provide or arrange building and ground maintenance, custodial services, utilities, and security for the site.
  - 4.) **Challenge Enterprises of North Florida** shall provide documentation to SBCC's ESE Supervisor evidencing the necessary licenses have been obtained
  - 5.) **Challenge Enterprises of North Florida** will at all times comply with either local or state standards for health and safety of students, whichever are more stringent.
- J. **Challenge Enterprises of North Florida** shall maintain daily attendance reports on file. Copies of attendance reports, Part C and Medicaid billing records shall be made available for review by ESE Supervisor and EIP Supervisor upon request. Attendance shall be monitored by the ESE Supervisor. **Challenge Enterprises of North Florida** shall provide a monthly attendance record to the SBCC. This attendance record shall accompany the monthly voucher.
- K. **Challenge Enterprises of North Florida** shall develop and maintain on file student progress reports completed two times during the school year (at the end of each semester).
- L. The SBCC shall be permitted to review the services and program provided by **Challenge Enterprises of North Florida** on an ongoing basis and shall be permitted to inspect and monitor the actual provision of any service at any reasonable time.

- M. Prior to renewal of this Contract, a program evaluation will be conducted by the ESE Administrator and the **Challenge Enterprises of North Florida** Administrator in accordance with SBR 6A-6.0361(5)(c), FAC. Components of this evaluation will include, but not be limited to, family and **Challenge Enterprises of North Florida** staff surveys and documentation of individual components of this Contract: staff Contracts and salary Contracts, staff rosters which support staffing ratios, insurance and licensure documentation, compliance with Health and Medically Fragile procedures, attendance and membership reports.
- N. **Challenge Enterprises of North Florida** hereby certifies that it complies with the Civil Rights Act of 1964, Title I of the Education Amendments of 1974. Section 504 of the Rehabilitation Act of 1973, IDEA, State Board Regulations, District Special Programs and Procedures.
- O. **Challenge Enterprises of North Florida** shall not enter into any Subcontracts or Contracts for provision or delivery of the services to students enrolled in **Challenge Enterprises of North Florida** required under this Contract and shall not assign its rights or duties under this Contract or any interest therein without proper documentation of Contractual standards (i.e. staff licenses, certification, service Contracts) and without the prior written approval of the ESE Supervisor of SBCC.
- P. All records and reports as defined by Section 1002.22, Florida Statutes, generated by, or in the possession of, **Challenge Enterprises of North Florida** shall remain confidential. The release, copying or review of such records and reports shall be controlled by and accomplished in accordance with the provisions of Sections 1002.22 Florida Statutes and any limitations established by Part C Procedural Safeguards.

Methods are in place and agreed upon by all parties to resolve Interagency disputes. These

methods include informal/formal meetings, mediation, due process hearings or other methods as appropriate. These methods may be initiated with the SBCC to secure reimbursement for other agencies.

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

\_\_\_\_\_  
SCHOOL BOARD CHAIRMAN

**Challenge Enterprises of North Florida**  
NAME OF SCHOOL

\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_  
EXECUTIVE SUPERVISOR

\_\_\_\_\_  
SUPERVISOR OF ESE PROGRAM

\_\_\_\_\_  
PRESIDENT BOARD OF SUPERVISORS

\_\_\_\_\_  
SUPERVISOR OF PURCHASING

\_\_\_\_\_  
DATE