

**COOPERATIVE AGREEMENT FOR PROVISION OF EXCEPTIONAL
STUDENT EDUCATION SERVICES: THREE THROUGH FIVE**

This Agreement dated this **19th day of June, 2009**, by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter referred to as the “School Board” and the Challenge Enterprises of North Florida, hereinafter referred to as the “Contracting School”.

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-6.0361, FAC.

WHEREAS, the School Board wishes to provide a special program of education or training for students with disabilities who meet the following criteria:

1. Exceptional children who are residents of Clay County, Florida, and are now enrolled in or have made application for enrollment in the Clay County School System.
2. Exceptional children who are appropriately identified as an exceptional student by the Clay County School System in compliance with State Statutes and all pertinent state and local board rules and criteria. Student will be eligible for one or more of the following program areas:
 - Intellectual Disability: Independent Level
 - Intellectual Disability: Supported level
 - Orthopedically Impaired
 - Speech, Language and Hearing Impaired
 - Visually Impaired
 - Emotionally Behaviorally Disordered
 - Intellectual Disability: Participatory Level
 - Developmentally Delayed
 - Or other descriptions approved by the state of Florida for ESE
3. An Individual Educational Plan/or Family Support Plan has been established for these exceptional students based on assessment results, which indicate specific education needs and such plans and needs are agreed upon by the parents of the student and the School Board.
4. The Clay County School System will provide special education through the approved community facility through contractual arrangements for the provision of a non-residential interagency program for an exceptional student which includes the provision of educational programming in accordance with the individual educational plan developed for each student in the program (Rule 6A-6.0361(2),(FAC).

WHEREAS, the School Board believes that the Contracting School can meet the education training needs of the student as outlined in the individual educational plan and as evidenced by the Contracting School’s meeting under Rule 6A-6.0361(4), FAC.

WITNESSETH:

For and in consideration of the mutual covenants contained herein, the parties to this contract agree as follows:

1. The Contracting School shall accept the enrollment of children who have met eligibility criteria for ESE Program services, and shall place said student in an appropriate educational program to fit the student's needs.
2. The term of this contract shall be for one (1) school year and the summer or the following portion thereof, said school year and summer term to run concurrent with that of the School Board. Beginning date of this contract is **August 24, 2009** and terminates **August 13, 2010**. This contract can be terminated for any reason by the School Board or the Contracting School at any time after giving sixty (60) days written notice.
3. The School Board agrees to pay \$800.00 per Matrix 253 student or \$1200.00 per Matrix 254 student or \$1700.00 per Matrix 255 student, per month. This amount is based on average per pupil expenditure which includes \$10.00 overall related services in the Matrix weights. The amount also considers Challenge Enterprises/Lighthouse Learning Center option to pursue Medicaid payment(s) and fund raising to subsidize other expenditures per pupil (including materials, equipment, related services and personnel). This sum shall be billed to the School Board at the end of each month for the educational program provided the exceptional student. The School Board shall provide funds for purchase of classroom materials and equipment, in the amount equal to that of School District of Clay County's ESE classroom supply allocations (\$828.00/class) including support from Medicaid and the IDEA Grant. In the event that specialized costs are incurred, such as specialized equipment or general supply needs, additional district grant funds for that purpose used as available. The district also provides support for an ESE Secretary and ESE Assistants from Medicaid and Grant funds as it does at other schools.

Funding for therapies will be pursued through appropriate funding sources. The School District of Clay County will support excess therapy costs to a maximum of \$10,000.00. For the **2009-2010** school year, students who are served as developmentally delayed or Program 111 will be funded at \$441.00 for Matrix 251 and \$615.00 for Matrix 252 and \$800.00 for Matrix 253, per student, per month. There will be a maximum of ten (10) students funded. Attendance and other requirements apply. Funding for classroom assistants and/or individual assistants is provided by these district ESE funds, including the IDEA grant. Because of supplies and other consideration this contract is not restricted to the FTE earnings.

4. The parties to this contract concur that the child named in Paragraph 1 (one) will have one or more of the following exceptionalities:

Intellectual Disability: Independent Level
Intellectual Disability: Supported level
Orthopedically Impaired
Speech, Language and Hearing Impaired
Visually Impaired
Emotionally Behaviorally Disordered
Intellectual Disability: Participatory Level
Developmentally Delayed
Or other descriptions approved by the state of Florida for ESE.

5. The Contracting School shall provide a monthly attendance record to the School Board. This attendance record shall accompany the monthly voucher. In addition, the Contracting School shall submit a progress and evaluation report on the student to the ESE staff of the School Board. This evaluation and progress report shall be submitted quarterly. A summary evaluation of the student's progress shall be submitted to the School Board by the Contracting School at the end of the school year.
6. Any meeting to review and revise the student's individual educational plan **may be** initiated and conducted by the Contracting School at the discretion of the School Board. If the Contracting School initiates and conducts these meetings, the School Board shall insure that the parents and a School Board representative are involved in any decision about the student's individual educational plan and agree to any proposed changes in the plan before those changes are implemented. Even if the Contracting School implements a student's educational plan, responsibility for compliance with state statutes remains with the School Board.
7. The Contracting School shall be staffed by qualified personnel as described in Florida State Board of Education Rules. Personnel in the facility shall be certified or licensed in accordance with the standards established by the state. The Contracting School shall provide a list of personnel and their qualifications for the School Board prior to the beginning of each school year and amend the list periodically as appropriate.
8. 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 School Board to secure reimbursement for other agencies.
9. The Contracting School agrees, and hereby certifies, that it complies with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act of 1973. The Contracting School will at all times comply with local or state standards for health and safety of students, whichever are more stringent.
10. The staff of the School Board will be permitted to review the program provided by the Contracting School and confer with the staff at reasonable times.
11. Transportation to and from the Contracting School will be the responsibility of the School Board.

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

BY _____
SCHOOL BOARD CHAIRMAN

Challenge Enterprises of North Florida
NAME OF SCHOOL

SUPERINTENDENT OF SCHOOLS

EXECUTIVE DIRECTOR

SUPERVISOR OF ESE PROGRAMS

PRESIDENT BOARD OF DIRECTORS

DIRECTOR OF PURCHASING

DATE