

AGREEMENT

- I. THIS AGREEMENT is entered into by THE SCHOOL BOARD OF CLAY COUNTY for the purpose of providing appropriate educational services for certain students with disabilities at Clarke Jacksonville Auditory/Oral Center private school.

- II. WHEREAS, the Contracting School is approved by the School Board as the school conducting programs of education, training and related services for exceptional students.

- III. THIS AGREEMENT, effective from date of signing to June 30, 2009 by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter referred to as the "School Board" and the Clarke School, and 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 certain student with disabilities who meets the following criteria:

1. Exceptional children who are residents of Clay County, Florida, and are eligible 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. Students addressed by this contract shall require:
 - a. Collaborative, seamless, community-based and family-centered care and developmentally-appropriate educational practice that will empower children who are deaf or hard of hearing {ages three (3) through six (6) years} to maximize their chances of achieving long-term success in mainstream school settings and transition at age six (6) from Clarke Jacksonville Auditory/Oral Center (Clarke Jacksonville) to a regular school setting including Part B Exceptional Student Education Program in the District Schools of Clay County and/or to appropriate community resources. The transition process facilitates and addresses the need for educating families about the transition process and the similarities and differences between the Clarke Jacksonville program for deaf or hard of hearing children, and the Part B Program for school-age children ages six (6) through twenty-one (21).

The overall goal is to provide a cost efficient and highly effective program serving Clay County resident families of children who are deaf or hard of hearing; 0-3 and then continuing contractually with Clay County Schools for children ages three (3) through six (6). At age six (6) or when the individual child is ready to transition from Clarke Jacksonville to Part B, our goal is to ensure a timely, effective plan for the individual child and family that promotes on-going communication and continuity of services. This purpose is for the child to sustain achieved benefits from the Clarke Jacksonville experience and to ensure that parents recognize that the ultimate goal of auditory oral education is to function appropriately with typically developing peers in the mainstream environment which is typified by Clay District School.

Clarke Jacksonville Auditory/Oral Center (Clarke Jacksonville) is an auditory/oral school for deaf and hard of hearing children. Clarke Jacksonville's goal is to mainstream deaf and hard of hearing children back into their neighborhood public school before or by age seven (7).

3. An Individual Educational Program has been established for the exceptional student based on assessment results, which indicate specific education needs and such plan and needs are agreed upon by the parents of the students, School Board ESE personnel and Contracting School personnel.
4. After reviewing each individual educational plan and the educational opportunities available, the School Board has concluded to enter into an Agreement with a non-residential program, for the students named in Attachment A which includes the provision of educational programming in accordance with the IEP that was developed for the student placed in the program. The School Board shall be responsible for maintaining copies of the IEP in the district.
5. The Clay County School System will provide special education with the contracting school through contractual arrangements for the provision of a non-residential program for exceptional students which include the provision of educational programming in accordance with the individual educational plan developed for the student in the program (Rule 6A-6.0361,(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 program and as evidenced by the Contracting School's meeting under Rule 6A-6.0361,FAC.

FURTHER DELINEATION OF RESPONSIBILITIES

A series of action steps/activities is identified to accomplish a seamless and appropriate transition from Clarke Jacksonville's Program for children ages three (3) to the Part B Program for children ages six (6) through twenty-one (21). Clarke Jacksonville and School District staffs will complete the following activities listed in chronological order.

1. Initial Services

- a. Clay County children with hearing loss who are 36 months or older, whose families elect to pursue an auditory oral education and have an IEP/IFSP will be provided an evaluation to determine if appropriate services can be provided by Clarke Jacksonville. If a referral for Clarke Jacksonville services is indicated, then the Collaborative Diagnostic Team will meet with the IEP team to determine placement based solely on child's individual needs.

2. Collaborative Diagnostic Team (CDT)

- a. The Collaborative Diagnostic team may include any/all of the following from the receiving school: ESE director, Principal, mainstream classroom teacher, speech language pathologist, audiologist, teacher of the hearing impaired, psychologist. The team may also include the following staff from Clarke Jacksonville: Director, educational staff, speech language pathologists, parents.

3. Services Provided

- a. Clarke Jacksonville's program provides family support and education opportunities, family counseling services as needed.
- b. Classroom intervention will be taught by highly trained auditory/oral staff that provide a variety of developmentally-appropriate experiences typical of quality early childhood and NAEYC accredited programs. For example, Clarke Jacksonville is an accredited school under the Florida Kindergarten Council requirements (Early Intervention/Toddler through third grade).
- c. Clarke Jacksonville is an OPTION International approved and sanctioned program.
- d. The physical environment at Clarke Jacksonville is acoustically treated.
- e. Provisions of an auditory/oral model: primary focus being listening for the development of spoken communication; will provide comprehensive approaches and children will have opportunities to mainstream as soon as it is appropriate, based on evolving needs.
- f. An emphasis on creating a strong auditory/oral environment with focus on use of personal and environmental hearing technology as well as classroom expectations for integrated use of auditory/oral skills.
- g. Preschool, pre-kindergarten, kindergarten and first grade curriculum that promotes the individual potential and interest of children and best practices in

speech perception, speech production and oral language instruction areas of an auditory-based education.

4. Further Agreements

- a. The District agrees to pay only the 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. This sum shall be billed to the 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 Florida prompt Act.
- b. A Summer Session of one half-day per week for the four weeks of regular Clarke Summer School will be provided at no additional charge to parents of the District by Clarke Jacksonville.
- c. The parties to this agreement concur that the student(s) are eligible for special education services as student(s) who are Hearing Impaired, Speech and Language Impaired, and who require development of independent use/understanding of own amplification devices. The IEP for the student(s) to be rendered by the Contracted School is attached hereto and made a part hereof by reference and is designated as Exhibit A. The program contemplated by this agreement shall be instructional only. The program will comply with all provisions of the current Board approved Special Programs and Procedures for Exceptional Students.
 1. Clarke Jacksonville shall provide instructional personnel for the student(s) who are certified in accordance with Rules 6-A-1.0503 and 6A-4.002, FAC. Clarke Jacksonville will assure that all instructional personnel hold a professional or temporary Florida certificate in Exceptional Education. Speech/language therapy will be provided by a licensed speech pathologist. Clarke Jacksonville shall provide copies of teacher certification and therapist licensure to the District. If changes in instructional personnel are made, the District will be notified and copies of certification and licensure provided within ten (10) days.
 2. Clarke Jacksonville shall provide an educational program consisting of five (5) hours per day of instruction, five (5) days per week, excluding school holidays. Clarke Jacksonville shall provide a monthly attendance record to the District. This attendance record shall accompany the monthly voucher. In addition, a monthly report of the students' progress toward his/her IEP annual goals and short-term objectives shall be submitted to the District. A periodic evaluation of the students' progress, including grades, course credits, and progress toward Sunshine State Standards shall be submitted to the District by Clarke Jacksonville at the end of each school semester.
 3. Meetings to review or revise the students' IEPs may be initiated by either Clarke Jacksonville or the District. Prior to initiating any change in the

- IEP(s), the District shall provide permission for said change. The District and Clarke Jacksonville shall ensure that the parents and Board representative(s) are involved in any decision about the students' IEP(s).
4. Clarke Jacksonville 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. Clarke Jacksonville assures that it does not and will not discriminate against any student because of race, color, creed, sex, national origin, sexual orientation or disability. Clarke Jacksonville will, at all times, comply with local and state standards for health and safety of the student, whichever are more stringent.
 5. The staff of the District will be permitted to review the program provided by Clarke Jacksonville and visit and confer with staff of Clarke Jacksonville and the parents upon reasonable request of any party to this agreement and at reasonable times.
- d. Clarke Jacksonville shall provide the District with proof of general liability insurance in the amount of \$1,000,000 and name the District as additionally insured only on the general liability insurance. A copy of this policy will be filed with the District's Risk Manager.
 - e. Clarke Jacksonville shall maintain the confidentiality of student records pursuant to Federal and State Law.
 - f. 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, nor is its employees or subcontractors, considered employees of the School Board. 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 must undergo Level 2 screening. Level 2 screening consists of fingerprinting and a background check. In the event that the Level 2 screening is conducted by the Contracting School, the Contracting School agrees to provide to the School Board the following information for each of its employees or subcontractors who meet the criteria set forth in section 1012.465: 1) evidence that the employee or subcontractor meets the screening standards in section 435.04 Florida Statutes, 2) evidence that Contracting School's license or certificate is active and in good standing, 3) evidence that Contracting School completed the criminal history check within the last 5 years (such evidence must include a copy of the fingerprinting card, the FDLE report, and the FBI background check information, and 4) a copy of the employee's or subcontractor's Affidavit of Good Moral Character
Florida Statute 1012.468 (4) and (5) prevent the School Board from requiring any additional criminal history checks than is required in the totality of the Statute and does not create any private cause of action for violation of the Statute nor does it create on the part of the School Board or the Contracting School any new duty of care or basis for liability. The Contracting School shall bear all costs associated with the above-referenced background checks.

5. Notification of Transitioning Children

- a. Clarke Jacksonville will send a quarterly report to the ESE Director regarding children who may be transitioning into the public school system. Six (6) months prior to transition Clarke Jacksonville will meet with selected ESE or CDT staff:
1) to discuss current level of child's functioning
2) to make recommendations to the teacher
3) to discuss family input
4) to assist in setting up IEP

6. Initiation of Transition Planning

- a. Clarke Jacksonville staff will discuss the transition process with families at each IEP and IFSP meeting and encourage families to understand that the goal of auditory oral education is to return children to their neighborhood school just as soon as possible. Clarke Jacksonville's expertise is in auditory oral education and will reinforce that the public schools are the experts in the regular educational settings, which are most appropriate for mainstream success.
- b. Clarke Jacksonville staff and Clay County ESE staff will compile a Transition Binder for children who are approaching their mainstream date.

7. Transition Meetings and Services to Facilitate Success:

- a. Provide results of comprehensive functional speech perception, speech production, and language testing.
- b. Provide information on twenty (20) critical domains for mainstreaming using Mainstream Assessment of Readiness for Children Over Five (MARCOF)
- c. Consult with Collaborative Diagnostic Team (CDT) to develop an appropriate transitional Individual Education Plan (IEP).
- d. Provide onsite in-service for teachers and administrators at receiving school (e.g., "Techniques that Assist Classroom Learning"). Provide classroom orientation on deaf students for hearing peers. Host Clarke Jacksonville observation/training session.
- e. Provide monitoring services on request.
 1. Collaborative Diagnostic Team (CDT). The diagnostic teams will work together whenever necessary to assure that similar standards are being used to evaluate children and that the steps needed for transitioning into the school system are in place.
 2. Use of Existing Screenings, Evaluations and Assessments. Existing screenings, evaluation and assessment information gathered through the Early Steps component will be used as appropriate to meet the eligibility criteria of the ESE Program.
 3. Fiscal Responsibility. Each signing organization will assume fiscal responsibility for functions of its own staff and programs.
 4. Shared Resources. Each signing organization will share resources as appropriate. This sharing of resources may include, but not be limited to offering transition, training and/or evaluation space to the other organization, sharing results of testing and evaluations with parent

permission, working together on committees to improve the process for families, attendance at State trainings on transitions.

5. Family Involvement. Family education and involvement is one of the keys to a child's success in learning spoken language through listening. Staff must be sufficiently trained in the education of children with cochlear implants so that they can teach the family the best practices for eliciting targeted auditory perception, speech and oral language skills. The family must have daily communication with staff members in order to reinforce skills being addressed within the classroom and therapy. In addition, the family should participate in therapy sessions to ensure carryover of new skills into their natural environment.

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 the students who have been evaluated by the Clay County School Board (CCSB) as an exceptional student, and shall place said student in an appropriate educational program to fit the student's needs. Contracting School, parent, and ESE Director or designee shall provide opportunity for 3 year re-evaluation as this committee determines.
2. The term of this contract shall be for one (1) school year to run concurrent with that of the School Board and not include Summer School. Beginning date of this contract is upon approval of all parties. This contract can be terminated for any reason by the School Board or the Contracting School at any time after giving thirty (30) days written notice. The actual services will be during the Contracting School term, ending June 4, 2009, recommended by an IEP team
3. The School Board agrees to pay an annual fee for a 253 student of ten thousand nine hundred sixteen dollars (\$10,916.00) when paid in 10 monthly installments equals \$1,091.60.

The annual fee for a 254 student shall be fifteen thousand, one hundred thirty eight dollars.(\$15,138.00).

The amount to be paid by the School Board shall in no way be interrupted as limited to FEFP revenue. The amount to be paid for 253 and 254 students shall be roughly comparable to those receiving McKay Scholarships. This represents all financial responsibility except for transportation which is the responsibility of the School Board.

4. The type of individual program provided for each student to be rendered by the Contracting School is attached hereto and made part hereof by reference and is

designated as Attachment A (IEP). The program contemplated by this contract shall be instructional.

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 at least quarterly and will be consistent with the school's report to parents. Any extensive non-attendance should be reported to the ESE Director. 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. Personnel in the facility shall be certified in accordance with the standards established by the state. For these purposes any state teacher certification shall be adequate to serve this student. The Contracting School shall provide a list of personnel and their qualifications for the School Board each school year and amend the list periodically as appropriate. Copies of teaching certificates, statements of eligibility or licenses shall be submitted to the ESE Director.
8. 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., the Administrative Procedures Act.
9. The Contracting School agrees, in writing, that it complies with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973. The Contracting School will at all times comply with local standards for health and safety of students.
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. This Agreement may be terminated for any reason at all, by any party at any time, giving thirty (30) days prior written notice to the other party. Contractor shall attempt to

provide the Clay County School Board a minimum of ten (10) working days advance notice of the intended withdrawal of this student.

12. The contractor shall comply with procedures of the Clay County School Board to protect confidentiality of student records, limiting access to school employees and appropriate representatives of the school board.

13. **DEFINITION OF TERMS**

A. The Physical Environment at Clarke Jacksonville:

The classroom is designed appropriately for the Education of Young Children using the National Association of the Education of Young Children standards as a guide. In addition to the “normal” accommodations made for a pre-school level class the child’s cochlear implant requires them to also have the following modifications.

1. The classroom itself should be designed for sound absorption. Classroom surfaces such as carpeting and walls should be acoustically treated to reduce sound reverberation in the learning environment.
2. Precautions for controlling electrostatic discharge should be implemented. These should include, but not be limited to the use of fabric softener or anti-static spray on clothing and carpets, the use of anti-static shields on computer monitors, and the use of antistatic mats under computer chairs, the keyboard and computer mouse. The classroom and playground should be free of plastic play equipment such as slides and ball pits.
3. The therapy room used for individual auditory, speech and language therapy should also be acoustically treated with the above delineated modifications and precautions.
4. The classroom should be equipped with a sound field amplification system.

B. Auditory-Based Education: Children at Clarke Jacksonville learn to maximize residual hearing through the use of cochlear implants and hearing aids. The development of spoken language is primarily through audition using the “Circle of Listening” Method of instruction. Access to the curriculum depends on the critical development of auditory skills. Every activity is listening/language based to prepare children with hearing loss to succeed in a regular mainstream classroom environment and to work and live independently in a hearing world.

C. Individual Education Plan (IEP): A team-developed, written document outlining goals for education and therapy for a student with a hearing loss and providing guidelines for achieving them. The IEP should also include support services and accommodations required to meet individual needs.

D. Transition Team: The Transition team may include any/all of the following from the receiving school: ESE director, principal, mainstream classroom teacher, speech language pathologist, audiologist, teacher of the hearing impaired, psychologist. The team may also

include the following staff from Clarke Jacksonville: Director, educational staff, speech language pathologists, parents.

E. IEP Team: As prescribed by IDEA and Clarke School staff.

F. Collaborative Diagnostic Team: The Collaborative Diagnostic team may include any/all of the following from the receiving school: ESE Director/designee, Principal, mainstream classroom teacher, speech language pathologist, audiologist, teacher of the hearing impaired, psychologist. The team may also include the following staff from Clarke Jacksonville: Director, educational staff, speech language pathologists, parents.

G. Specialized Staff at Clarke Jacksonville:

1. Classroom Teacher:

The classroom teacher should have expertise in deafness, child development, audiology and speech and language development. The classroom teacher must have a Master's Degree in education of the hearing impaired from a college-training program dedicated to the development of auditory perception, speech and oral language. The classroom teacher should have at least three (3) years experience working with children with hearing losses of 80 decibels or greater or supervised daily by an experienced staff member who mentors on a daily basis. Children with cochlear implants do not respond or perform the same as children with more hearing, such as those with mild to moderate losses wearing hearing aides. Children with cochlear implants must be taught using a systematic developmental approach and not a "remedial" approach, which is typically used for children with less severe hearing losses.

2. Speech-Language Pathologist (SLP)

The speech language pathologist should be certified by the American Speech Language Hearing Association and have additional expertise in deafness, child development and audiology. The SLP or Certified Auditory Verbal Therapist should have a depth of knowledge of speech and language development for children whose primary modality is impaired and requires specialized techniques for maximizing audition to facilitate speech and language development. Additionally, it is critical that the therapist is familiar with extensive evaluation instruments used to evaluate the auditory perception, speech and oral language of children with cochlear implants. The therapist must have knowledge of therapy techniques specifically tailored to facilitate the communication skills of this unique population. It is vital that accurate, reliable information regarding the child's auditory perception skills be closely monitored for progress and for areas needing concentrated practice.

3. Principal/Director:

All staff (i.e., the classroom teacher, aide, and speech pathologist) should have an individual on-site to whom they can turn to for mentoring and assistance regarding educational needs. This mentor should have a minimum of ten (10) years or more of experience successfully (as documented by the current performance levels of previous students) working with children with cochlear implants. Expertise with children who have severe to profound hearing loss is

paramount, and a depth of knowledge for the specific population of cochlear implant children is essential.

H. Composition of the Clarke Jacksonville Classroom: All of the research regarding the education of children with cochlear implants reports that services to a child with an implant or hearing aid should be determined through assessment and planning based on the individual functioning and needs of the child. There should be no more than eight (8) children in a class with a teacher and a teacher's assistant. This small teacher/student ratio is required to provide adequate individual instruction and language stimulation within the classroom environment. The class should be homogeneously grouped. There should be no greater than a 12-18 month language difference among the children in the class.

I. Classroom Content: Classroom content should reflect the best practices identified by the National Association of the Education of Young Children and the Alexander Graham Bell Association for the Deaf document "Components of a Quality Auditory/Oral Program". Each child's communication needs should be addressed in the classroom throughout the day. A knowledgeable and adequately trained classroom teacher should reinforce auditory perception, speech and oral language skills during all academic and social activities. Class content should be structured, child-centered, process-oriented and based on a developmental curriculum. Targeted skills should be designed to promote the acquisition of developmentally-appropriate conceptual and problem solving skills and literacy.

Each child requires one half-hour of individual auditory perception, speech and language therapy daily. Therapy must focus on the four (4) levels of auditory skills (i.e., detection, discrimination, identification and comprehension). The development of auditory perception is the key for developing intelligible speech and functional spoken language, literacy, and academics. Therapy should address 1) The development of specific auditory perception skills as determined by speech perception testing, 2) Phoneme development based on formal assessment and 3) Development of language structures identified by formal assessment

4) Development of literacy skills in concert with the classroom teacher. Each child will receive a comprehensive auditory perception, speech and oral language evaluation every six (6) months. This evaluation should include testing using instruments specifically designed to assess the current functional level of performance of children with significant hearing losses. Therapy goals should be coordinated with work presented in the classroom such as pre-teaching and post teaching of vocabulary, reviewing of vocabulary and addressing language patterns, which fail to develop in the course of regular classroom work.

APPROVALS

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

SIGNATURES

The foregoing Clarke Jacksonville and Clay County School District Agreement has been received and approved by the parties listed below.

Carol Studdard
Chairman of the Board
District Schools of Clay County

Date

Daniel W. Becton
Director of Exceptional Student Education
District Schools of Clay County

Date

Nancy Racine
Director of Purchasing
District Schools of Clay County

Date

William Corwin
President
Clarke School for the Deaf – Center for Auditory/Oral Education

Date

Susan G. Allen
Director
Clarke Jacksonville Auditory/Oral Center

Date