

AGREEMENT

- I. **THIS AGREEMENT** is entered into by **THE SCHOOL BOARD OF CLAY COUNTY** for the purpose of providing appropriate educational services for a special education student at Center Academy, a private school.
- II. **THIS AGREEMENT**, effective from July 1, 2006 through June 30, 2007 by and between **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, hereinafter referred to as the “School Board” and the Center School, hereinafter referred to as the “Contracting School”.
- III. **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 this 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. Student will be eligible for one or more of the following program areas:

**Emotionally Handicapped
Severely Emotionally Disturbed
Other Health Impaired**

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 student, 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 interagency program, Center Academy, for the student 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 approved community facility (Center Academy) 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 the 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 program 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 this student who has been evaluated by the School Board 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 or the following portion thereof, said school year to run concurrent with that of the School Board and include Summer School or SAI services as required on the IEP. Beginning date of this contract is July 1, 2006. This contract can be terminated for any reason by the School Board or the Contracting School at any time by giving thirty (30) days written notice. The actual services will be during the Contracting School term, July 1, 2006 to June 30, 2007, and not beyond the school fiscal year. Summer School services must be recommended by an IEP team and can extend this period only to the end of the school fiscal year, June 30, 2007.
3. The School Board agrees to pay \$375.00 annual fee for registration, materials and activities and an annual tuition of \$9,135.00 or \$913.50 monthly, subject to an annual increase no more that 12%. This sum shall be billed to the School Board at the end of each month for the educational program provided and submitted with attendance sheets. The annual registration fee shall be

billed as one payment at the beginning of the school year. The Summer School program shall be billed separately at \$695.00 per month. This represents all financial responsibility except for transportation.

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

**Emotionally Handicapped
Severely Emotionally Disturbed
Other Health Impaired**

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. Transportation to and from the Contracting School will be provided by the parent with the School Board agreeing to reimburse at the mileage rate (.44.5/mile).**
- 12. 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. Contracting school 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.**
- 13. The contracting school states that this student does not qualify for or need ESOL services.**
- 14. The contracting school 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.**
- 15. The contracting school shall provide a highly structured academic and affective curriculum, complying with goals and objectives represented on the IEP and providing an adequate adult to student ratio to implement IEP goals and objectives.**

16. Contracting school shall insure that all of their employees who will be present at the school facility when students are present have been fingerprinted by the Board and passed a Level II background screening as required Florida Statutes.

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

*CENTER ACADEMY*_____
NAME OF SCHOOL

SUPERINTENDENT OF SCHOOLS

EXECUTIVE DIRECTOR

