

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

This Contract is entered into as of this 19th day of May, 2006, between the School Board of Clay County, FL (hereafter referred to as “Board”; Challenge, Inc. (hereafter referred to as “Challenge”). 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 1, 2006 to May 31, 2007 unless it is terminated pursuant to the terms herein.

**I ELIGIBILITY**

**A. Challenge** shall provide a special program of education and parent training for children under age three, who meet the following criteria for eligibility:

- 1) Child shall be a resident of Clay County and be enrolled in **Challenge**.
- 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, ages 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** 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 with parent report, observation, assessment, and concerns as documented on the FSP. A child shall be placed in a least restrictive environment (LRE) or more natural environment as 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 the 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, accessing Medicaid transportation if entitled.
- D. After consultation with the family, **Challenge** will notify EIP, in writing, of any EIP referred child that they believe would benefit from School District of Clay County 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 School District of Clay County funded DDT. This information will be entered into the EIP data system. A copy of the FSP update will then be sent to **Challenge**.
- F. These SDCC/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 the EIP's Family Support Team approval, 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** 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, School District of Clay County.

N. **Challenge** 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 SDCC. **Challenge** shall provide a Program Administrator who shall have authority to supervise and administer the services and program.

O. Administration and monitoring of **Challenge** services and program provided pursuant to this Contract shall be performed through the cooperative efforts of the SDCC and **Challenge**. By separate arrangement, the EIP shall be responsible for monitoring **Challenge** only for its Contractual obligations as set forth in a Memorandum of Understanding between the Florida Intervention Program and **Challenge**. **Challenge** and School District of Clay County 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

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

B. Beginning date of this Contract is August 1, 2006. This Contract can be terminated for any reason by the School Board or **Challenge** at any time after giving sixty (60) days written notice, including notice to the EIP. This Contract and arrangement will end May 31, 2007.

C. The School District of Clay County agrees to pay \$472.00 for each eligible student, per month, with negotiated total of the equivalent of 20 contact hours each weekly for 2006-

2007 (15 x 20 = 300).

- D. This amount is based on average per pupil expenditure. The amount also considers **Challenge** option to pursue Medicaid payment(s) to subsidize other expenditures per pupil (including materials, equipment, related services and personnel). This 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** and funded via FTE for no more than 15 children. (or 15 x 20 = 300 contact hour equivalents).
- F. **Challenge** shall provide any other reports or information requested by SDCC necessary for receipt of funds or to comply with a requirement of state or federal law.
- G. The ESE Director shall act as principal designee of Contracted agency for the purpose of FTE certification.
- H. **Challenge** shall provide, at a minimum, the level of staffing as required by Department of Children and Families licensing ratios. Multi-age grouping is both permissible and desirable.
- I. **Challenge** 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** shall maintain documentation showing that the facility has been approved after undergoing the required inspections.

- 3.) **Challenge** shall provide or arrange building and ground maintenance, custodial services, utilities, and security for the site.
  - 4.) **Challenge** shall provide documentation to SDCC's ESE Director evidencing the necessary licenses.
  - 5.) **Challenge** will at all times comply with local and state standards for health and safety of students, whichever are more stringent.
- J. **Challenge** 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 Director and EIP Director upon request. Attendance shall be monitored by the ESE Director. **Challenge** shall provide a monthly attendance record to the SDCC. This attendance record shall accompany the monthly voucher.
- K. **Challenge** shall develop and maintain on file student progress reports completed two times during the school year (at the end of each semester).
- L. The SDCC shall be permitted to review the services and program provided by **Challenge** 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 the Contract, a program evaluation will be conducted by the ESE Administrator and the **Challenge** Administrator as in accordance with SBR 6A-6.0361(5)(c), FAC. Components of this evaluation will include, but not be limited to, family and **Challenge** 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** agrees, in writing, 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** shall not enter into any Subcontracts or Contracts for provision or delivery of the services to students enrolled in **Challenge** pursuant to 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 Director.
- P. All records, and reports as defined by Section 1002.22, Florida Statutes, generated by, or in the possession of, **Challenge** 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 School Board to secure reimbursement for other agencies.

- Q. **Challenge** shall insure that all of their employees who have contact with Board students or who will be present at **Challenge** facility while students are present have been fingerprinted by the Board and have passed a Level II background screening as required by 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

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

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

\_\_\_\_\_  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
PRESIDENT BOARD OF DIRECTORS

\_\_\_\_\_  
DATE