



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 email: mwoodall@pasco.k12.fl.us

July 30, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *[Signature]*

RE: Student Support Programs and Services Cooperative Agreements
Carlton Palms Educational Center
Four Students

The School District has maintained cooperative agreements with Carton Palms Educational Center, Inc. in order to provide educational services for ESE students. The agreements will be funded through FTE Student Support Programs and Services funds. Please reference the attached memo from Melissa Musselwhite, Director of Student Support Programs and Services, for further information regarding these agreements. Anticipated total expenditures are \$18,914.03.

At this time, we respectfully request your approval to enter into these agreements with the above-referenced facility. The services and training are outlined in the agreements and are attached for your perusal. The agreements will cover the 2013/2014 school year. The agreements have been reviewed and approved by The School Board Attorney, Nancy McClain Alfonso, on July 15, 2013.

Should you have any questions regarding this matter, please contact Melissa Musselwhite. If you have any purchasing related questions regarding the agreements, please contact me at your earliest convenience.

MJW/dr
Attachment(s)

Date/Time: July 23, 2013 08:32:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office for Student Support Programs and Services
April Stephenson, Bookkeeper
813/ 794-2764 727/ 774-2764
352/ 524-2764 Fax: 813/ 794-2117
e-mail: astephen@pasco.k12.fl.us

MEMORANDUM
ESE-13/14-AS-007

DATE: August 6, 2013

TO: Michael J. Woodall, CPPO, Purchasing Agent

FROM: April Stephenson, Bookkeeper of Student Support Programs and Services
Melissa Musselwhite, Director of Student Support Programs and Services *mm*
Amelia VanName Larson, Assistant Superintendent for Student Achievement *AL*

RE: Cooperative Agreements – The District School Board of Pasco County,
Florida, and Carlton Palms Educational Center, Inc. (2013-2014)

The Office for Student Support Programs and Services is requesting School Board approval of the attached cooperative agreements between The District School Board of Pasco County, Florida, and Carlton Palms Educational Center, Inc. retroactively from July 1, 2013, through June 30, 2014. Carlton Palms Educational Center, Inc. will provide educational services for four ESE students who at this time can best be served in a residential facility.

Contract Number	Student's Initials	Cost
2014000042	G. B.	\$18,914.03
2014000043	K. S.	\$18,914.03
2014000044	M. B.	\$18,914.03
2014000045	T. M.	\$18,914.03
		\$75,656.12 total

Funding source: FTE ESE

Please contact Madonna Vance at extension 42626 if you have any questions. Thank you for your assistance with this request.

MM/as

Cooperative Agreement

The District School Board of Pasco County
And
Carlton Palms Educational Center, Inc.

The Agreement, dated this 6th day of August 2013, by and between The District School Board of Pasco County, Florida, hereinafter referred to as the "District," and Carlton Palms Educational Center, Inc., an AdvoServ program, hereinafter referred to as the "Contracting School."

Whereas, the Contracting School has been approved by the District as a facility conducting programs of education, training, and residential rehabilitation services for exceptional students; and

Whereas, the parties agree to provide a special program of education, training, and residential rehabilitation for an exceptional student who has met the following criteria:

1. G. B. is a resident of Pasco County, Florida, and is enrolled in the Pasco County school system.
2. G. B. has been appropriately classified as a student with a disability by the District in compliance with state statutes and all pertinent state and local school district rules and criteria.
3. A Transition/Individualized Educational Plan (T/IEP) has been established for this student based on assessment results, which indicate specific educational needs, and such plan and needs are agreed upon by the parents of the student and the District.
4. After reviewing the T/IEP and the educational opportunities available within the Pasco County school system, the District concludes that although it can provide appropriate educational services for the student, the District agrees to provide these services as part of a treatment plan developed by the family and agency(ies).
5. Both agencies recognized the family is in a crisis situation, and a placement option could be a residential facility. This placement option would allow for both the educational and residential habilitation services.
6. The District believes that the Contracting School can meet the educational, training, and residential habilitation needs of the student as outlined in the T/IEP, and as evidenced by the Contracting School, meeting the criteria for approval under Florida State Department of Education Rule 6A-6.0361(1), Contractual Arrangements with Nonpublic Schools.
7. The parties agree to conform with all established laws, rules, and regulations for such Exceptional Student Education Programs.



The District Agrees To:

1. Adhere to District Programs and Procedures in the determination of eligibility and placement of students served in the Contracting School's Exceptional Student Education program.
2. Voucher the expenses associated with the educational expenses for the District from July 01, 2013 through June 30, 2014. The grand total of expenses for the District will not exceed \$18,914.03. For the months of July 2013 through May 2014, the expenses will not exceed \$1,576.17 per month. For the month of June 2014, the expenses will not exceed \$1,576.16. Expenses will begin on the first day of enrollment of the student.
3. Refer any complaints or grievances regarding the provision of Exceptional Student Education services which are brought to the attention of the District to the Contracting School immediately for proper actions by the Contracting School.
4. Assign liaison staff to the Contracting School to visit, consult, monitor, and evaluate the Contracting School program for compliance and congruency with the District's policies, as well as state and federal mandates and regulations. This process will be conducted in a manner consistent with professional standards and practices.
5. Reserve the right to give direction to the Contracting School on the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the student's T/IEP and/or the census of students at the site.
6. Be responsible for program and placement monitoring.

The Contracting School Agrees To:

1. Accept the enrollment of a student who has been classified by the District as a student with a disability and provide an appropriate educational program to meet the student's needs.
2. Screen, hire, and provide reporting information for certified staff in accordance with assurances to the District. New staff will register their certification with the District Certification Office and the professional orientation program office for documentation and accountability purposes.
3. Provide adequate and necessary materials and supplies for the students in the program.
4. Provide an appropriate classroom facility and educational environment.



5. Monitor and maintain appropriate staff-student ratios to ensure that the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the student's T/IEP, and/or the census of students at the site, is in effect.
6. Provide the medical and/or therapeutic component for the student which may include, but not be limited to, psychiatric, psycho-social evaluations and other medical/ therapeutic services as appropriate regarding student treatment when pertinent to the educational program at no expense to the District, but in the judgment of the Contracting School.
7. Provide monthly attendance reports to the District. The attendance report must accompany the monthly voucher in order for payment to be made by the District.
8. Submit progress and evaluation reports on the student to the District. These progress and evaluation reports shall be submitted at least quarterly. The form and the specific frequency of the reports shall be prescribed by the District in writing to the Contracting School. A summary evaluation of the student's progress shall be submitted to the District within a reasonable period of time prior to renewal of the contract and must not exceed the required annual T/IEP review date.
9. Initiate and conduct meetings to review and revise the student's T/IEP. The District representatives and the parent or designee must be involved in any decision about the student's T/IEP and agree to any proposed changes in the plan before those changes are implemented. Although the Contracting School is responsible for implementing the student's educational plan, the responsibility for compliance with the State Board of Education Rules remains with the District.
10. Comply with Section 1003.573, Florida Statutes, which establishes guidelines for the use, documentation, reporting, and monitoring of seclusion and restraint for students with disabilities.
11. Comply with state laws and administrative regulations prescribing health and safety standards applicable to the Contracting School and supply to the District a copy of current certification as verification of compliance.
12. Indemnify and hold harmless the District for any claims or actions brought against the District relative to this contract, subject to Section 768.28, Florida Statutes.
13. Recognize its liability for certain tortious actions of its agents, officers, and employees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity, provided however, this provision shall not be construed as a waiver of any right of defense that the District may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.

CONTRACT REVIEWED
AND APPROVED:

AW 7.18.13

14. Secure general liability insurance in the amount of \$1,000,000.00 and name the District as additionally insured. A copy of this policy should be filed with the District's Department of Employee Benefits.
15. Comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act (IDEA) 2004.
16. Maintain the confidentiality of student records pursuant to federal and state law.

Both Parties Agree as Follows:

1. This is a fixed-fee for term, non-cost based contract.
2. Under circumstances of co-funding under separate contracts with co-funding agencies, discharge of the student because of default by a co-funding agency shall not be a default of this agreement. However, the District as described in this agreement shall be reimbursed for all unearned tuition received by Contracting School. Prior to discharge because of a co-funding agency's default, Contracting School will give 15 days prior written notice to the District in order that it may have the option of making payment on behalf of defaulting co-funder to prevent discharge.
3. The educational costs are for six hours of instruction per day for a 248 day school year, which includes the traditional 180 days and 68 days of extended school year instruction as determined by the T/IEP team.
4. In the event that any part, term or provision of this Agreement is by a court of competent jurisdiction found to be illegal, unenforceable, or in direct conflict with federal, state or local laws, the validity of the remaining portions and provisions shall not be affected, and the rights and obligation of the party shall be construed and enforced as if the Agreement did not contain a particular part, term or provision held to be so invalid.
5. This Agreement shall be amended or modified only in writing and executed by both parties.
6. This Agreement may be terminated by either party upon written notice of thirty (30) days. If either party terminates for convenience herein it shall not be liable for breach of contract, lost profits, or other such damages whether consequential or inconsequential.
7. In the event of litigation between the parties, venue shall lie in Pasco County, Florida. This Agreement shall not be assigned without the prior written consent of the non-assigning party.

CONTRACT REVIEWED
AND APPROVED:

W 7.18.13

Page Five of Five
Signature Page for Carlton Palms Educational Center
Cooperative Agreement for G. B.

In witness whereof, the parties hereto have hereunto set their hands and seals the day of the year first herein above set forth. This Agreement shall cover the period from July 01, 2013 through June 30, 2014.

**For Carlton Palms Educational
Center, Inc.**

For the District School Board of Pasco County


Director of Administrative Services

Chairman

Date

Superintendent

Reviewed and Approved By Attorney: _____



Signature

Date

Michael J. Woodall, CPPO, Purchasing Agent
District School Board of Pasco County

7.18.13

Cooperative Agreement

The District School Board of Pasco County
And
Carlton Palms Educational Center, Inc.

The Agreement, dated this 6th day of August 2013, by and between The District School Board of Pasco County, Florida, hereinafter referred to as the "District," and Carlton Palms Educational Center, Inc., an AdvoServ program, hereinafter referred to as the "Contracting School."

Whereas, the Contracting School has been approved by the District as a facility conducting programs of education, training, and residential rehabilitation services for exceptional students; and

Whereas, the parties agree to provide a special program of education, training, and residential rehabilitation for an exceptional student who has met the following criteria:

1. K. S. is a resident of Pasco County, Florida, and is enrolled in the Pasco County school system.
2. K. S. has been appropriately classified as a student with a disability by the District in compliance with state statutes and all pertinent state and local school district rules and criteria.
3. A Transition/Individualized Educational Plan (T/IEP) has been established for this student based on assessment results, which indicate specific educational needs, and such plan and needs are agreed upon by the parents of the student and the District.
4. After reviewing the T/IEP and the educational opportunities available within the Pasco County school system, the District concludes that although it can provide appropriate educational services for the student, the District agrees to provide these services as part of a treatment plan developed by the family and agency(ies).
5. Both agencies recognized the family is in a crisis situation, and a placement option could be a residential facility. This placement option would allow for both the educational and residential habilitation services.
6. The District believes that the Contracting School can meet the educational, training, and residential habilitation needs of the student as outlined in the T/IEP, and as evidenced by the Contracting School, meeting the criteria for approval under Florida State Department of Education Rule 6A-6.0361(1), Contractual Arrangements with Nonpublic Schools.
7. The parties agree to conform with all established laws, rules, and regulations for such Exceptional Student Education Programs.

CONTRACT REVIEWED
AND APPROVED:

W 7.18.13

The District Agrees To:

1. Adhere to District Programs and Procedures in the determination of eligibility and placement of students served in the Contracting School's Exceptional Student Education program.
2. Voucher the expenses associated with the educational expenses for the District from July 01, 2013 through June 30, 2014. The grand total of expenses for the District will not exceed \$18,914.03. For the months of July 2013 through May 2014, the expenses will not exceed \$1,576.17 per month. For the month of June 2014, the expenses will not exceed \$1,576.16. Expenses will begin on the first day of enrollment of the student.
3. Refer any complaints or grievances regarding the provision of Exceptional Student Education services which are brought to the attention of the District to the Contracting School immediately for proper actions by the Contracting School.
4. Assign liaison staff to the Contracting School to visit, consult, monitor, and evaluate the Contracting School program for compliance and congruency with the District's policies, as well as state and federal mandates and regulations. This process will be conducted in a manner consistent with professional standards and practices.
5. Reserve the right to give direction to the Contracting School on the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the student's T/IEP and/or the census of students at the site.
6. Be responsible for program and placement monitoring.

The Contracting School Agrees To:

1. Accept the enrollment of a student who has been classified by the District as a student with a disability and provide an appropriate educational program to meet the student's needs.
2. Screen, hire, and provide reporting information for certified staff in accordance with assurances to the District. New staff will register their certification with the District Certification Office and the professional orientation program office for documentation and accountability purposes.
3. Provide adequate and necessary materials and supplies for the students in the program.
4. Provide an appropriate classroom facility and educational environment.

CONTRACT REVIEWED
AND APPROVED:

WJ 7.18.13

5. Monitor and maintain appropriate staff-student ratios to ensure that the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the student's T/IEP, and/or the census of students at the site, is in effect.
6. Provide the medical and/or therapeutic component for the student which may include, but not be limited to, psychiatric, psycho-social evaluations and other medical/ therapeutic services as appropriate regarding student treatment when pertinent to the educational program at no expense to the District, but in the judgment of the Contracting School.
7. Provide monthly attendance reports to the District. The attendance report must accompany the monthly voucher in order for payment to be made by the District.
8. Submit progress and evaluation reports on the student to the District. These progress and evaluation reports shall be submitted at least quarterly. The form and the specific frequency of the reports shall be prescribed by the District in writing to the Contracting School. A summary evaluation of the student's progress shall be submitted to the District within a reasonable period of time prior to renewal of the contract and must not exceed the required annual T/IEP review date.
9. Initiate and conduct meetings to review and revise the student's T/IEP. The District representatives and the parent or designee must be involved in any decision about the student's T/IEP and agree to any proposed changes in the plan before those changes are implemented. Although the Contracting School is responsible for implementing the student's educational plan, the responsibility for compliance with the State Board of Education Rules remains with the District.
10. Comply with Section 1003.573, Florida Statutes, which establishes guidelines for the use, documentation, reporting, and monitoring of seclusion and restraint for students with disabilities.
11. Comply with state laws and administrative regulations prescribing health and safety standards applicable to the Contracting School and supply to the District a copy of current certification as verification of compliance.
12. Indemnify and hold harmless the District for any claims or actions brought against the District relative to this contract, subject to Section 768.28, Florida Statutes.
13. Recognize its liability for certain tortious actions of its agents, officers, and employees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity, provided however, this provision shall not be construed as a waiver of any right of defense that the District may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.

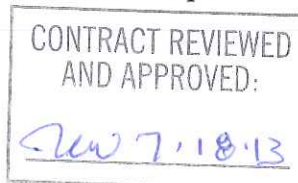
CONTRACT REVIEWED
AND APPROVED:

AW 7.18.13

14. Secure general liability insurance in the amount of \$1,000,000.00 and name the District as additionally insured. A copy of this policy should be filed with the District's Department of Employee Benefits.
15. Comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act (IDEA) 2004.
16. Maintain the confidentiality of student records pursuant to federal and state law.

Both Parties Agree as Follows:

1. This is a fixed-fee for term, non-cost based contract.
2. Under circumstances of co-funding under separate contracts with co-funding agencies, discharge of the student because of default by a co-funding agency shall not be a default of this agreement. However, the District as described in this agreement shall be reimbursed for all unearned tuition received by Contracting School. Prior to discharge because of a co-funding agency's default, Contracting School will give 15 days prior written notice to the District in order that it may have the option of making payment on behalf of defaulting co-funder to prevent discharge.
3. The educational costs are for six hours of instruction per day for a 248 day school year, which includes the traditional 180 days and 68 days of extended school year instruction as determined by the T/IEP team.
4. In the event that any part, term or provision of this Agreement is by a court of competent jurisdiction found to be illegal, unenforceable, or in direct conflict with federal, state or local laws, the validity of the remaining portions and provisions shall not be affected, and the rights and obligation of the party shall be construed and enforced as if the Agreement did not contain a particular part, term or provision held to be so invalid.
5. This Agreement shall be amended or modified only in writing and executed by both parties.
6. This Agreement may be terminated by either party upon written notice of thirty (30) days. If either party terminates for convenience herein it shall not be liable for breach of contract, lost profits, or other such damages whether consequential or inconsequential.
7. In the event of litigation between the parties, venue shall lie in Pasco County, Florida. This Agreement shall not be assigned without the prior written consent of the non-assigning party.



In witness whereof, the parties hereto have hereunto set their hands and seals the day of the year first herein above set forth. This Agreement shall cover the period from July 01, 2013 through June 30, 2014.

**For Carlton Palms Educational
Center, Inc.**

For the District School Board of Pasco County


Director of Administrative Services

Chairman

Date

Superintendent

Reviewed and Approved By Attorney: _____



Signature Date
Michael J. Woodall, CPPO, Purchasing Agent
District School Board of Pasco County

7.18.13

Cooperative Agreement

The District School Board of Pasco County
And
Carlton Palms Educational Center, Inc.

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Whereas, the parties agree to provide a special program of education, training, and residential rehabilitation for an exceptional student who has met the following criteria:

1. M. B. is a resident of Pasco County, Florida, and is enrolled in the Pasco County school system.
2. M. B. has been appropriately classified as a student with a disability by the District in compliance with state statutes and all pertinent state and local school district rules and criteria.
3. A Transition/Individualized Educational Plan (T/IEP) has been established for this student based on assessment results, which indicate specific educational needs, and such plan and needs are agreed upon by the parents of the student and the District.
4. After reviewing the T/IEP and the educational opportunities available within the Pasco County school system, the District concludes that although it can provide appropriate educational services for the student, the District agrees to provide these services as part of a treatment plan developed by the family and agency(ies).
5. Both agencies recognized the family is in a crisis situation, and a placement option could be a residential facility. This placement option would allow for both the educational and residential habilitation services.
6. The District believes that the Contracting School can meet the educational, training, and residential habilitation needs of the student as outlined in the T/IEP, and as evidenced by the Contracting School, meeting the criteria for approval under Florida State Department of Education Rule 6A-6.0361(1), Contractual Arrangements with Nonpublic Schools.
7. The parties agree to conform with all established laws, rules, and regulations for such Exceptional Student Education Programs.

CONTRACT REVIEWED
AND APPROVED:

AW 7.18.13

The District Agrees To:

1. Adhere to District Programs and Procedures in the determination of eligibility and placement of students served in the Contracting School's Exceptional Student Education program.
2. Voucher the expenses associated with the educational expenses for the District from July 01, 2013 through June 30, 2014. The grand total of expenses for the District will not exceed \$18,914.03. For the months of July 2013 through May 2014, the expenses will not exceed \$1,576.17 per month. For the month of June 2014, the expenses will not exceed \$1,576.16. Expenses will begin on the first day of enrollment of the student.
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4. Assign liaison staff to the Contracting School to visit, consult, monitor, and evaluate the Contracting School program for compliance and congruency with the District's policies, as well as state and federal mandates and regulations. This process will be conducted in a manner consistent with professional standards and practices.
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2. Screen, hire, and provide reporting information for certified staff in accordance with assurances to the District. New staff will register their certification with the District Certification Office and the professional orientation program office for documentation and accountability purposes.
3. Provide adequate and necessary materials and supplies for the students in the program.
4. Provide an appropriate classroom facility and educational environment.

CONTRACT REVIEWED
AND APPROVED:

Tw 7.18.13

5. Monitor and maintain appropriate staff-student ratios to ensure that the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the student's T/IEP, and/or the census of students at the site, is in effect.
6. Provide the medical and/or therapeutic component for the student which may include, but not be limited to, psychiatric, psycho-social evaluations and other medical/ therapeutic services as appropriate regarding student treatment when pertinent to the educational program at no expense to the District, but in the judgment of the Contracting School.
7. Provide monthly attendance reports to the District. The attendance report must accompany the monthly voucher in order for payment to be made by the District.
8. Submit progress and evaluation reports on the student to the District. These progress and evaluation reports shall be submitted at least quarterly. The form and the specific frequency of the reports shall be prescribed by the District in writing to the Contracting School. A summary evaluation of the student's progress shall be submitted to the District within a reasonable period of time prior to renewal of the contract and must not exceed the required annual T/IEP review date.
9. Initiate and conduct meetings to review and revise the student's T/IEP. The District representatives and the parent or designee must be involved in any decision about the student's T/IEP and agree to any proposed changes in the plan before those changes are implemented. Although the Contracting School is responsible for implementing the student's educational plan, the responsibility for compliance with the State Board of Education Rules remains with the District.
10. Comply with Section 1003.573, Florida Statutes, which establishes guidelines for the use, documentation, reporting, and monitoring of seclusion and restraint for students with disabilities.
11. Comply with state laws and administrative regulations prescribing health and safety standards applicable to the Contracting School and supply to the District a copy of current certification as verification of compliance.
12. Indemnify and hold harmless the District for any claims or actions brought against the District relative to this contract, subject to Section 768.28, Florida Statutes.
13. Recognize its liability for certain tortious actions of its agents, officers, and employees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity, provided however, this provision shall not be construed as a waiver of any right of defense that the District may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.



14. Secure general liability insurance in the amount of \$1,000,000.00 and name the District as additionally insured. A copy of this policy should be filed with the District's Department of Employee Benefits.
15. Comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act (IDEA) 2004.
16. Maintain the confidentiality of student records pursuant to federal and state law.

Both Parties Agree as Follows:

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2. Under circumstances of co-funding under separate contracts with co-funding agencies, discharge of the student because of default by a co-funding agency shall not be a default of this agreement. However, the District as described in this agreement shall be reimbursed for all unearned tuition received by Contracting School. Prior to discharge because of a co-funding agency's default, Contracting School will give 15 days prior written notice to the District in order that it may have the option of making payment on behalf of defaulting co-funder to prevent discharge.
3. The educational costs are for six hours of instruction per day for a 248 day school year, which includes the traditional 180 days and 68 days of extended school year instruction as determined by the T/IEP team.
4. In the event that any part, term or provision of this Agreement is by a court of competent jurisdiction found to be illegal, unenforceable, or in direct conflict with federal, state or local laws, the validity of the remaining portions and provisions shall not be affected, and the rights and obligation of the party shall be construed and enforced as if the Agreement did not contain a particular part, term or provision held to be so invalid.
5. This Agreement shall be amended or modified only in writing and executed by both parties.
6. This Agreement may be terminated by either party upon written notice of thirty (30) days. If either party terminates for convenience herein it shall not be liable for breach of contract, lost profits, or other such damages whether consequential or inconsequential.
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CONTRACT REVIEWED
AND APPROVED:

MW 7.18.13

Page Five of Five
Signature Page for Carlton Palms Educational Center
Cooperative Agreement for M. B.

In witness whereof, the parties hereto have hereunto set their hands and seals the day of the year first herein above set forth. This Agreement shall cover the period from July 01, 2013 through June 30, 2014.

**For Carlton Palms Educational
Center, Inc.**

For the District School Board of Pasco County

Director of Administrative Services

Chairman

Date

Superintendent

Reviewed and Approved By Attorney: _____



Signature Date
Michael J. Woodall, CPPO, Purchasing Agent
District School Board of Pasco County

7.18.13

Cooperative Agreement

The District School Board of Pasco County
And
Carlton Palms Educational Center, Inc.

The Agreement, dated this 6th day of August 2013, by and between The District School Board of Pasco County, Florida, hereinafter referred to as the "District," and Carlton Palms Educational Center, Inc., an AdvoServ program, hereinafter referred to as the "Contracting School."

Whereas, the Contracting School has been approved by the District as a facility conducting programs of education, training, and residential rehabilitation services for exceptional students; and

Whereas, the parties agree to provide a special program of education, training, and residential rehabilitation for an exceptional student who has met the following criteria:

1. T. M. is a resident of Pasco County, Florida, and is enrolled in the Pasco County school system.
2. T. M. has been appropriately classified as a student with a disability by the District in compliance with state statutes and all pertinent state and local school district rules and criteria.
3. A Transition/Individualized Educational Plan (T/IEP) has been established for this student based on assessment results, which indicate specific educational needs, and such plan and needs are agreed upon by the parents of the student and the District.
4. After reviewing the T/IEP and the educational opportunities available within the Pasco County school system, the District concludes that although it can provide appropriate educational services for the student, the District agrees to provide these services as part of a treatment plan developed by the family and agency(ies).
5. Both agencies recognized the family is in a crisis situation, and a placement option could be a residential facility. This placement option would allow for both the educational and residential habilitation services.
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7. The parties agree to conform with all established laws, rules, and regulations for such Exceptional Student Education Programs.

CONTRACT REVIEWED
AND APPROVED:

LW 7.18.13

The District Agrees To:

1. Adhere to District Programs and Procedures in the determination of eligibility and placement of students served in the Contracting School's Exceptional Student Education program.
2. Voucher the expenses associated with the educational expenses for the District from July 01, 2013 through June 30, 2014. The grand total of expenses for the District will not exceed \$18,914.03. For the months of July 2013 through May 2014, the expenses will not exceed \$1,576.17 per month. For the month of June 2014, the expenses will not exceed \$1,576.16. Expenses will begin on the first day of enrollment of the student.
3. Refer any complaints or grievances regarding the provision of Exceptional Student Education services which are brought to the attention of the District to the Contracting School immediately for proper actions by the Contracting School.
4. Assign liaison staff to the Contracting School to visit, consult, monitor, and evaluate the Contracting School program for compliance and congruency with the District's policies, as well as state and federal mandates and regulations. This process will be conducted in a manner consistent with professional standards and practices.
5. Reserve the right to give direction to the Contracting School on the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the student's T/IEP and/or the census of students at the site.
6. Be responsible for program and placement monitoring.

The Contracting School Agrees To:

1. Accept the enrollment of a student who has been classified by the District as a student with a disability and provide an appropriate educational program to meet the student's needs.
2. Screen, hire, and provide reporting information for certified staff in accordance with assurances to the District. New staff will register their certification with the District Certification Office and the professional orientation program office for documentation and accountability purposes.
3. Provide adequate and necessary materials and supplies for the students in the program.
4. Provide an appropriate classroom facility and educational environment.

CONTRACT REVIEWED
AND APPROVED:

JW 7.18.13

5. Monitor and maintain appropriate staff-student ratios to ensure that the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the student's T/IEP, and/or the census of students at the site, is in effect.
6. Provide the medical and/or therapeutic component for the student which may include, but not be limited to, psychiatric, psycho-social evaluations and other medical/ therapeutic services as appropriate regarding student treatment when pertinent to the educational program at no expense to the District, but in the judgment of the Contracting School.
7. Provide monthly attendance reports to the District. The attendance report must accompany the monthly voucher in order for payment to be made by the District.
8. Submit progress and evaluation reports on the student to the District. These progress and evaluation reports shall be submitted at least quarterly. The form and the specific frequency of the reports shall be prescribed by the District in writing to the Contracting School. A summary evaluation of the student's progress shall be submitted to the District within a reasonable period of time prior to renewal of the contract and must not exceed the required annual T/IEP review date.
9. Initiate and conduct meetings to review and revise the student's T/IEP. The District representatives and the parent or designee must be involved in any decision about the student's T/IEP and agree to any proposed changes in the plan before those changes are implemented. Although the Contracting School is responsible for implementing the student's educational plan, the responsibility for compliance with the State Board of Education Rules remains with the District.
10. Comply with Section 1003.573, Florida Statutes, which establishes guidelines for the use, documentation, reporting, and monitoring of seclusion and restraint for students with disabilities.
11. Comply with state laws and administrative regulations prescribing health and safety standards applicable to the Contracting School and supply to the District a copy of current certification as verification of compliance.
12. Indemnify and hold harmless the District for any claims or actions brought against the District relative to this contract, subject to Section 768.28, Florida Statutes.
13. Recognize its liability for certain tortious actions of its agents, officers, and employees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity, provided however, this provision shall not be construed as a waiver of any right of defense that the District may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.



14. Secure general liability insurance in the amount of \$1,000,000.00 and name the District as additionally insured. A copy of this policy should be filed with the District's Department of Employee Benefits.
15. Comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act (IDEA) 2004.
16. Maintain the confidentiality of student records pursuant to federal and state law.

Both Parties Agree as Follows:

1. This is a fixed-fee for term, non-cost based contract.
2. Under circumstances of co-funding under separate contracts with co-funding agencies, discharge of the student because of default by a co-funding agency shall not be a default of this agreement. However, the District as described in this agreement shall be reimbursed for all unearned tuition received by Contracting School. Prior to discharge because of a co-funding agency's default, Contracting School will give 15 days prior written notice to the District in order that it may have the option of making payment on behalf of defaulting co-funder to prevent discharge.
3. The educational costs are for six hours of instruction per day for a 248 day school year, which includes the traditional 180 days and 68 days of extended school year instruction as determined by the T/IEP team.
4. In the event that any part, term or provision of this Agreement is by a court of competent jurisdiction found to be illegal, unenforceable, or in direct conflict with federal, state or local laws, the validity of the remaining portions and provisions shall not be affected, and the rights and obligation of the party shall be construed and enforced as if the Agreement did not contain a particular part, term or provision held to be so invalid.
5. This Agreement shall be amended or modified only in writing and executed by both parties.
6. This Agreement may be terminated by either party upon written notice of thirty (30) days. If either party terminates for convenience herein it shall not be liable for breach of contract, lost profits, or other such damages whether consequential or inconsequential.
7. In the event of litigation between the parties, venue shall lie in Pasco County, Florida. This Agreement shall not be assigned without the prior written consent of the non-assigning party.

CONTRACT REVIEWED
AND APPROVED:

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In witness whereof, the parties hereto have hereunto set their hands and seals the day of the year first herein above set forth. This Agreement shall cover the period from July 01, 2013 through June 30, 2014.

**For Carlton Palms Educational
Center, Inc.**

For the District School Board of Pasco County


Director of Administrative Services

Chairman

Date

Superintendent

Reviewed and Approved By Attorney: _____



Signature Date
Michael J. Woodall, CPPO, Purchasing Agent
District School Board of Pasco County

7-18-13