

Behavior Services of Brevard, Inc.

AGREEMENT

This is an agreement between THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, hereinafter referred to as the "School Board", and Behavior Services of Brevard, Inc., 550 St. Johns Street Cocoa, FL 32922, hereinafter referred to as the "Contracting Agency".

Witnesseth

WHEREAS, the Contracting Agency is recognized by the School Board as an agency providing services to adults with disabilities.

WHEREAS, the primary aim of the program proposed by the Contracting Agency is to serve adults with disabilities.

WHEREAS, the School Board and the Contracting Agency desire to enter into this agreement to provide educational services for adults with disabilities in the program.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledge, the parties agree as follows:

A. General Terms

1. The term of this agreement shall be for one school year, beginning July 1, 2009 and ending June 30, 2010.
2. If any provisions of this agreement are found to be in violation of local, state, or federal rule, law, or regulation, this agreement shall be changed to comply with such law, rule or regulation.
3. The School Board of Brevard County reasonably believes that sufficient fiscal funds will be obtained for the term of this agreement. The School Board shall have the right, within thirty (30) days after the beginning of the 2009/2010 fiscal year (July 1, 2010) to renegotiate the contract amount or terminate this agreement in its entirety, upon written notice, without further obligation if fiscal funds are not appropriated.

4. State funds (FTE) that may be lost to the School Board due to changes in the FEFP or budget shortages will be deducted on a prorated basis from payments due the Contracting Agency.
5. Any state (FTE) funds that may be lost to the School Board due to the Contracting Agency's non-compliance with the provisions of this agreement will be deducted on a prorated basis from any payments due the Contracting Agency.
6. This agreement may be terminated by either party giving sixty (60) days written notice to the other party or by mutual agreement of both parties.

B. Responsibilities of the School Board

1. From funds received from the annual Florida Legislature's specific appropriation, the School Board agrees to pay to the Contracting Agency \$11,272.00 in funds that primarily supplement or provide instructor salaries and benefits, instructional supplies and administrative support as deemed reasonable by the agency and School Board personnel during the twelve month fiscal year to provide Adult Basic Education to interested students. The total funding amount will be determined by agency enrollment and overall program evaluation from previous years.
2. The School Board will appropriately classify students at the Contracting Agency's facility an adult with a disability in compliance with state statutes and pertinent state and rules and criteria.
3. Each exceptional student shall have an Adult Individual Education Plan based on documentation which indicates specific educational needs.
4. The Contracting Agency will be reimbursed at the School Board determined rate (based on state legislative funding allocations) and program previous use of contracted funds.
5. Payments shall be made in monthly installments based on prescribed reporting methods of Adult Individual Education Plan (AIEP) benchmark attainment for all students enrolled in the educational program, and based on the actual monthly student enrollment.
6. The School Board has the authority to audit expended, contracted funds.

C. Responsibilities of the Contracting Agency

1. The Contracting Agency shall accept students assigned by Brevard Schools regardless of funding from other sources.
2. The Contracting Agency hereby agrees to indemnify, save harmless, and defend the School Board, its officers, agents, and employees from and against any and all claims, liability, losses, causes of action, cost or expense of whatever kind or nature (including, but not limited to, attorney's fees) which may arise out of activities and operations of the Contracting Agency or its officers, agents or employees in connection with the performance of this Agreement.
3. The Contracting Agency shall be staffed by qualified personnel as defined in Florida State Board of Education Rules 6A-1.0503 and 6A-4.002. Personnel in the facility shall be certified in accordance with the standards established by the School District or State. The Contracting Agency shall provide a list of personnel and their qualifications to the School Board prior to the beginning of each school year and may amend the list from time to time and keep School Board personnel apprised of the changes. The contracting agency shall be responsible for maintaining the process of adult education teacher certification for its instructional staff who are not professionally certified by the state of Florida.
5. The Contracting Agency's instructional week will be a minimum of three (3) to four (4) hours or more per week for a minimum of forty-two (42) weeks, to be based on state funding of individuals attending the agency program.
6. The Contracting Agency shall use funding to hire at least one teacher for every 30 to 45 individuals enrolled in the program, or a ratio the agency can document as reasonable for student progression.
7. The Contracting Agency shall comply with the procedures of the School Board to protect the confidentiality of student records and shall provide for appropriate agency representative (s) to review, maintain and update student records and information as needed, at least yearly, at the adult education center where the files are kept.

8. The Contracting Agency hereby agrees that it now complies, and shall continue to comply as long as this Agreement is in effect, with the Civil Rights Act of 1964, Title IV of the Education Amendments of 1974, and Section 504 of the Rehabilitative Act of 1973, as amended.
9. The Contracting Agency shall at all times comply with applicable local, state, or federal law, rules and regulations including standards for health and safety of the student, whichever are more stringent.
10. The Contracting Agency will designate a staff member to be responsible for the administration of the provisions of the contract and for the supervision of the educational program provided to each student under the agreement.
11. The staff of the School Board will be permitted to review the program provided by the Contracting Agency and confer with the Contracting Agency's staff at reasonable times to determine appropriate use of contracted funds and quality of the agency's Adult Basic Education instructional program.
12. The Contracting Agency shall maintain monthly attendance records in order to accurately report enrollment in quarterly reports to the School Board.
13. The Contracting Agency shall develop an Adult Individual Education Plan (AIEP) on an annual basis on each student. A progress report of enrollees and benchmark attainment on the AIEP shall be submitted quarterly to School Board appropriate personnel. The form of the plan and the specific frequency for same shall be prescribed by the School Board and the state of Florida in writing to the Contracting Agency.
14. The Contracting Agency shall ensure and maintain the registration of all students through the Area Adult Education Coordinator.
15. The Contracting Agency shall be responsible for holding documentation of the disability along with an Adult Individual Plan on each student.
16. The contracting agency shall be responsible for making regular referrals of qualified students to Learner Empowerment through Agency Partnerships (LEAP) sites and shall arrange transportation for students. The referring agency shall be responsible for modifying the

referred student's program plan and Adult Individualized Education Plan to reflect participation in the LEAP program.

17. The contracting agency shall be responsible for overseeing the instructional program for adults with disabilities which shall include:

- Development and maintenance of a portfolio for each enrolled student in the instructional program based on instruction using Standing Up for Me for Adults and other self-determination sources. Each individual's portfolio must reflect the strengths, personal preferences, as well as long and short term goals developed with student input!
  - Informal assessments and computer software programs must be infused in the curriculum to assist in developing this portfolio.
  - Individuals in the program must be able to communicate their goals and preferences at the end of this instruction in order to represent their views at meetings where decisions are made about their lives, such as Support Plan Meetings, etc.
- Classroom instruction should include classroom procedures that allow students to become more responsible for their learning and to function as independently as possible.
- Individuals in the ABE class must have an opportunity to try to use the internet and learn how to read email.
- Instructors must be able to plan for instruction based on individual needs and a task analysis involved in the skills taught.

18. This contract reflects a 21% reduction to the Adults with Disabilities Grants received statewide in 2008-2009 from the state legislature and another projected reduction for 2009-2010.

19. This contract is subject to an annual review and may be impacted by future legislative cuts and assessment of the contracting agency's use of contracted funds and compliance with contractual obligations.

Agreement between Behavior Services of Brevard, Inc., and the School Board of Brevard County in effect July 1, 2009 - June 30, 2010.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinabove set forth.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: \_\_\_\_\_  
Dr. Richard A. DiPatri, Superintendent

This \_\_\_\_\_ day of \_\_\_\_\_ 2009

Behavior Services of Brevard, Inc.  
550 St. Johns Street  
Cocoa, FL 32922

\_\_\_\_\_  
Executive Officer

This \_\_\_ day of \_\_\_\_\_ 2009

Prepared by: Eva Lewis and Kathy Lowe  
Position: Director Program Support Services and Adults with Disabilities Learning Specialist  
Reviewed by: Chip Harrison Contract Admin. Supervisor