

DEVEREUX AGREEMENT

This is an agreement between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**, hereinafter referred to as the “**SCHOOL BOARD**,” and **THE DEVEREUX FOUNDATION**, doing business as Devereux Florida, registered to do business in Florida, hereinafter referred to as the “**CONTRACTOR**.”

WHEREAS, the Contractor is recognized by the School Board as a school conducting special education programs and related services for exceptional students; and

WHEREAS, the parties wish to provide an appropriate special education program for students, who have met the following criteria:

1. They are State of Florida Children and Family Services (CFS) placed clients. (e.g. Developmental Services; Alcohol; Drug Abuse; Mental Health and/or private insurance paid students who are determined to be the responsibility of the School Board).
2. They have been appropriately classified as exceptional students by the Brevard County School System in compliance with the state statutes and all pertinent state and local school board rules and criteria.
3. They have an Individual Educational Plan (IEP) based on assessment results, which indicates specific educational needs and such plans and needs are agreed upon by the parent(s) of each student and representatives of the School Board, and the Contractor agrees they can provide an appropriate educational program based on the IEP. If the Contractor determines it cannot appropriately meet the identified IEP needs, the Contractor and School Board may access the option of providing services outside the services of this agreement. These services may include a provision for the School Board to provide for certain educational and/or related services where the cost of said services will be deducted from the amount billed by the contractor (e.g., hearing interpreter).
4. They have a complex exceptionality which the Contractor can appropriately provide for as outlined in the Individual Educational Plan and as evidenced by the Contractor’s approval under Florida State Board of Education Rule 6A-6.0361 (1)(a) to include appropriate related services.

WITNESSETH

Now therefore in consideration of the mutual covenants contained herein, the parties agree as follows:

I. General Terms:

- A. The Contractor shall accept students who have been determined eligible by the School Board as exceptional educational students and who meet the admissions criteria for the Devereux Florida Programs.
- B. The Contractor shall place each student in an appropriate educational program consistent with the student's Individual Educational Plan.
- C. The term of this Agreement shall be for three school years beginning July 1, 2009 and terminating June 30, 2012. The name of each student to receive the special education services will be attached as "Exhibit A" with amendments from time to time but to remain confidential as provided by law. State funds (FTE) that may be lost to the School Board due to change in the FEFP or budget shortages will be deducted on a prorated basis from payments due the Contracting Agency.
- D. 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 formal or informal mediation or conflict resolution procedures consistent with section 6A-6.0361(5)(h). The complainant shall provide official written notice to the other agency(ies). A mutual meeting date will be arranged among parties to discuss issues and resolve disputes.
- E. This Agreement may be terminated for any reason or no reason at all, by any party at any time giving sixty (60) days prior written notice to the other party.
- F. The Contractor 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 or whatever kind or nature (including, but not limited to attorney's fees) which may arise out of activities and operations of the Contractor or the Contractor's officers, agent or employees in connection with the performance of this Agreement.
- G. The Contractor shall be staffed by qualified personnel as defined in Florida State Board of Education Rules 6A-1.0503 and 6A-4.002 (1)(b), FAC or by an appropriate and identified licensing entity. Personnel in the facility shall be certified or licensed in accordance with the standards established by the State. The Contractor shall provide a list of personnel and their qualifications to the School Board prior

to the beginning of each school year and amend the list from time to time. Copies of teaching certificates, Statements of Eligibility and/or licenses shall be submitted to the Board within ten days of employment. Names of "out of field" teachers will be submitted as required for Board approval.

- H. All teachers will meet the "No Child Left Behind" requirement of being "Highly Qualified" in the subject areas in which they are teaching. Any teacher of reading will secure the required reading endorsement. Teachers will secure ESOL endorsement as required.
- I. The Contractor's instructional day and year shall be consistent with sections 1000.04, Florida Statutes, taking into account the number of school hours or school days provided the student by the School Board according to the adopted calendar of the School Board as a minimum.
- J. The Contractor shall comply with the procedures of the School Board to protect the confidentiality of student records and shall provide for appropriate representatives of the School Board to review student records and information as permitted by state and federal law.
- K. The Contractor 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 IX of the Education Amendments of 1974, and Section 504 of the Rehabilitative Act of 1973, as amended.
- L. The Contractor 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.
- M. 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 altered to comply with such law, rule or regulation.
- N. The Contractor hereby agrees that appropriate training will be obtained for selected teachers to meet ESOL certification requirements as required by the State of Florida for teachers instructing English Language Learner students.
- O. The parties to this Agreement concur that the names set forth in "Exhibit A", as amended from time to time, are identified exceptional students in need of a separate day school placement. The type of Individual Educational Plan for each student which is provided by the Contractor shall be consistent with the Individual Educational Plan for those students delivered to the Contractor by the School Board.
- P. In the event that an audit is performed on the AGENCY's educational program and it is determined by the Auditor General and/or Department of Education that the program is not in compliance, the AGENCY agrees that upon final decision disallowing FTE award, the AGENCY shall be responsible for its full

portion of the disallowed FTE provided such failure is not attributable to the action or inaction of the BOARD. The AGENCY agrees to comply with the programmatic elements necessary to receive FTEs and any disallowance shall be the liability of the AGENCY. The BOARD shall be responsible for that portion of the FTE allocation kept for administrative purposes.

II. Responsibilities of the School Board:

A. The School Board shall pay annual tuition to the Contractor based on the Exceptional Student Education Finance Program (ESE/FEFP) Funding Model for each of the contract years as long as each student remains in the full-time equivalent membership of a minimum of twenty-five (25) hours per week in an educational program and related services scheduled for one hundred eighty (180) school days. The funding model uses a matrix of services to determine the cost factor for each eligible exceptional education student. In the matrix, five domains are used to group the types of services, and five levels are used to describe the nature and intensity of services within each domain.

- Domain A: Curriculum and Learning Environment
- Domain B: Social/Emotional Behavior
- Domain C: Independent Functioning
- Domain D: Health Care
- Domain E: Communication

The total number of points, determined by applying the guidelines to the domain areas of the matrix, result in a cost factor program of 111, 112, 113, 254, or 255. The School Board shall pay tuition to the Contractor for each student who remains in the full-time equivalent membership for a minimum of twenty-five (25) hours per week in an educational program and related services at 100% of the contract year FEFP funding allocations established by the Legislature.

All students must have completed matrix of services in order to be reported in membership.

There may be Extended School Year Services during May and June, 2009. Summer sessions will be established by the School Board. The School Board shall pay pro rated tuition to the Contractor for each Brevard County student who remains in full time equivalent membership of twenty-five (25) hours of instruction and related services per week according to the same established FEFP funding for 2009-2010 each contract year.

The full-time equivalent (FTE) student membership surveys for the Florida Education Finance Program (FEFP) shall be the method for determining tuition to the Contractor, that is, a student must first be reported in the FTE survey in order for the School Board to pay said tuition. State funds (FTE) that may be lost to the School Board due to change in the FEFP or budget shortages will be deducted on a prorated basis from payments due the Contracting Agency. During the period of the Agreement, at least four (4) full-time equivalent student membership surveys shall be conducted under the administrative direction of and on a schedule provided by the Florida State Commissioner of Education. The October and February full-time equivalent student membership surveys for students in a program scheduled for one hundred eighty (180) school days shall each be equal to ninety, one hundred eightieth (90/180) of the school year. For each student enrolled in the program, the sum shall be billed to the School Board at the end of each month for the educational program provided the exceptional student. Payments shall be made in equal successive monthly installments for students enrolled in the educational program. The payment for any monthly period for students shall be adjusted based on the prescribed reporting methods for the full-time equivalent student membership surveys.

- B. The School Board shall be responsible for the reevaluation and eligibility of all students to the Contractor.
- C. The School Board shall be responsible for compliance paperwork concerning eligibility and placement which affects FTE.
- D. In addition to 100% of the earned FTE, Brevard Public Schools shall pay Contractor 90% of the categoricals as prepared by Brevard Public Schools Budgeting Department.

III. Responsibilities of The Contractor:

- A. The Contractor shall maintain daily attendance records of each student. Attendance information will be input to the Student Information System by Devereux staff. The Contractor shall provide a monthly attendance record to the School Board. This attendance record shall accompany the monthly voucher. In addition, the Contractor shall submit progress and evaluation reports on each student to the School Board. These progress and evaluation reports shall not be less than quarterly. The form of the report and the specific frequency for the same shall be prescribed by the School Board in writing to the Contractor. Grade entries will be input to the Student Information System by Devereux staff. A summary evaluation of each student's progress shall be submitted to the School Board by the Contractor prior to the renewal of the Agreement, if renewed. Quarterly treatment team reports may meet this requirement.
- B. Any meetings to review and revise each student's Individual Educational Plan may be initiated and conducted by the Contractor at the discretion of the School Board and/or Contractor. If the Contractor

initiates and conducts these meetings, the parents and a School Board representative shall be involved in any decision about the student's Individual Educational Plan and the School Board shall agree to any proposed changes in the program prior to those changes being implemented. A meeting shall be held at least once a year to review each exceptional student's Individual Educational Plan and, as appropriate, revise its provisions.

- C. The Contractor shall provide a highly structured academic and affective curriculum, which includes but is not limited to art, music, physical education and vocational education, which are specifically designed for exceptional students.
- D. The Contractor shall provide adequate adult to student ratios in order to appropriately implement the goals and objectives of their students' IEP
- E. The Contracting School shall establish provisions for reporting to appropriate representatives of the School Board any non-attendance of students.
- F. The Contractor shall provide for appropriate representatives of the School Board to review the program provided by the facility and to confer with the staff of the facility at reasonable times.
- G. The Contractor is responsible to provide additional related services which are indicated necessary by the student's treatment plans. The Contractor shall pursue funding from third party sources including private insurance, Medicaid, and others. These extensive support services shall be designed specifically for exceptional students and shall include, but not be limited to:
 - 1. individual or group counseling
 - 2. parent/family counseling and education
 - 3. consultation from Devereux mental health or other professionals
 - 4. consultation in conjunction with individual or group counseling to assist in the implementation of transitional assignments to a least restrictive environment
 - 5. speech/language therapy
 - 6. educationally related physical/occupational therapy

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

ATTEST:

THE SCHOOL BOARD OF BREVARD
COUNTY, FLORIDA

By: _____
Superintendent

By: _____
Chairman

Date: _____

Date: _____

ATTEST:

DEVEREUX FLORIDA
8000 Devereux Drive
Viera, Florida 32940

By: _____
Finance Director

By: _____
Administrator

Date: _____

Date: _____

Prepared:
Sue Carver
March 1, 2009