

SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601

RFP #09004/CH – Separate Day School for Exceptional Student Education and Related Services –
Exceptional Education

VENDOR RECOMMENDED FOR AWARD

Vendor Name

Estimated
Amount Awarded

Vendor # V0000203409
Behavioral Educational Services, Inc.

\$5,574,374 – FY-09/10

SOLICITATION SUMMARY

Date Solicited:	March 4, 2009	Number of Items/Groups:	<u>1</u>
Date Opened:	April 7, 2009	No. Firms Solicited:	<u>10</u>
Present to Board:	<u>May 26, 2009</u>	No. Firms Responded:	<u>3</u>

CONTRACT TERM

Initial five year term to commence July 1, 2009 – June 30, 2014 with the option to renew for an additional five year period.

RECOMMENDATION: (Posted 5/13/09 @ 3:00 p.m.)

It is the recommendation of Ms. Betty Dunn, Assistant Superintendent, Office of Student Services and the Selection Team after a proper evaluation of submittals that the School Board approve award to the #1 ranked firm. Request authority for the Office of Purchasing Services to renew the contract for an additional five year period. Contract renewal shall be contingent upon Student Services request for continuation of services and annual contract review.

ACTION BY BOARD

____ Approved Recommendation(s) Above & Awarded

Meeting Date: _____

____ Other _____

Lynda Jones,
Director of Purchasing and Warehouse Services

Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

BEHAVIORAL EDUCATIONAL SERVICES, INC.

This is an agreement between **BREVARD PUBLIC SCHOOLS OF BREVARD COUNTY, FLORIDA**, hereinafter referred to as the “**SCHOOL BOARD**”, and **BEHAVIORAL EDUCATIONAL SERVICES, INC.**, a Brevard County, FL Corporation, 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 residents of Brevard County, Florida, and are now enrolled or have made application for enrollment in the Brevard County Public School System.
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 IEP and as evidenced by the Contractor's approval under Florida State Board of Educational Rule 6A-6.0361 (1) (a) to include appropriate related services other than transportation.

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 evaluated by the School Board as exceptional educational students and who meet the admission criteria for Behavioral Educational Services, Inc. Exclusionary criteria include:
 1. Primary diagnosis is Substance Abuse.
 2. Client is in need of detoxification.
 3. Adjudicated for homicidal offense.
 4. Adjudicated for forcible rape.
 5. Persistent pattern of sociopathic criminality.
 6. History of serious criminal arson.
 7. IEP goals and objectives cannot be met thru intensive interventions.
- B. The Contractor shall place each student in an appropriate educational program consistent with the student's IEP.
- C. The initial five (5) year term of this agreement shall begin July 1, 2009 and end June 30, 2014. This stipulation shall be subject to an annual review and a ninety (90) day written notice of cancellation prior to June 30 each year by either party. The School Board reserves the right to renew this contract or any portion thereof, for up to one additional five (5) year period, upon mutual agreement with the Contractor, in writing. The School

Board, through the Office of Purchasing Services shall, if considering to re-new the contract, will request a letter of intent to renew from the Contractor prior to the end of the current contract period.

- D. The parties agree to annually review the program needs and financial appropriations. The School Board reserves the right to terminate this agreement due to changes in financial appropriations upon 90 days written notice of cancellation prior to June 30 each year. The School Board may terminate this agreement upon written notice to the Contractor for any of the following conditions:
1. Failure to meet the requirements in this agreement.
 2. Failure to meet generally accepted standards of fiscal management.
 3. Violation of law.
 4. Non appropriation of funds, or
 5. Other good cause shown.

During this agreement, the School Board may terminate the agreement for any conditions listed above or if the health, safety or welfare of the students is threatened.

- E. The School Board and Contractor will project annually in December the number of students for the following school year. The projection for 2009-2010 is Riverdale – 106.11 students, 93.11 at matrix 254 and 13.00 at matrix 255; Horace Mann – 113.41 students, 107.41 at matrix 254 and 6 at matrix 255; Fieldston Preparatory – 61.14 students, 60.14 at matrix 254 and 1.0 at matrix 255. The Contractor will be reimbursed per actual earned FTE. 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. The Contractor will accept all students referred by the School Board whose IEP’s require a separate day school placement, throughout the term of this agreement.

- F. 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.
- G. 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.
- H. 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. All teachers of core academic subjects will be highly qualified as required by N.C.L.B. 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 for October, February, June FTE surveys. Copies of teaching certificates, Statements of Eligibility and/or licenses shall be submitted to the Board within ten days of employment.
- I. The Contractor will maintain accreditation through the Southern Association of Colleges and Schools.
- J. The Contractor's instructional day and year shall be consistent with 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.
- K. 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.

- L. 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.
- M. 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.
- N. 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.
- O. 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 limited English-proficient students.
- P. The Contractor hereby agrees that appropriate training will be obtained for selected teachers to meet the Reading Endorsement certification requirements as required by the State of Florida for teachers instructing reading.
- Q. 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 IEP for each student which is provided by the Contractor shall be consistent with the IEP for those students delivered to the Contractor by the School Board.
- R. The School Board reserves the right to withdraw any student at any time by giving a minimum of five (5) working days written notice to the Contractor of such withdrawal.

The Contractor shall give the School Board a minimum of ten (10) working days advance notice of the intended withdrawal of any student.

- a. Transportation shall remain the cooperative mutual responsibility of the Contractor and the School Board as described herein. The Contractor and the School Board will design administrative procedures for transportation, as needed.

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 the 2009/2010 school year and each updated FEFP year thereafter as long as each student remains in the full-time equivalent membership of a minimum of 25 (Twenty five) hours per week in an educational program and related services scheduled for 180 (One hundred eighty) 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.

Revenue: Funding for student enrollment shall be as provided by law and rules or directives of the Commissioner of Education or the State Board of Education, and total funding shall be calculated in accordance with these requirements. The School

Board agrees to fund the School at 100% (One hundred percent) of the earned full time equivalent (FTE) for each survey period. The School shall document that funds received were expended for the purpose established by the state legislature. The School Board will provide to the school any and all information relevant to changes in the district's funding that may impact the school's funding. The School will not charge tuition or fees, except those fees normally charged by other public schools. The school funding shall be no less than 100% (One hundred percent) of the district-wide expenditure per FTE in comparable programs, paid to the school on a monthly basis, beginning on July 1, 2009. The School Board shall provide the following services at no additional fee: contract management services, FTE and data reporting, exceptional student education administration, test administration, processing of teacher certification data and information services. Administering the contract includes providing technical assistance and monitoring policy compliance. Payments shall be made to the School as provided for by law and rules of the Commissioner of Education or the State Board of Education. A worksheet will be provided by the School Board to assist the School in making appropriate calculations. The final payment during any year shall be adjusted to reflect the final actual WFTE membership. Monthly payments will be calculated as follows:

- July through December will be based on the school projected total weighted FTE for the fiscal year divided by twelve. (Amount will be adjusted for November and December based on actual October FTE.)
- January through May will be based on actual February FTE and monthly payments adjusted to reflect increase or decrease.
- ESY for June shall be paid based on the June earned FTE.

The revenue earned by the School shall be paid in twelve monthly installments. Each payment will be based upon the revenue estimate for the projected enrollment

adjusted retroactively for the actual FTE count and adjusted for prior payments. A worksheet including appropriate calculations will be provided by the School Board. The final payment during any year shall be adjusted to reflect the final actual funded WFTE membership within the limits established by the School's projection.

ESY (Extended School Year) services shall be provided. Summer sessions length time will be determined by the School Board. Payment shall pay prorated to the Contractor for each Brevard County student who remains in full time equivalent membership of 25 (Twenty five) hours of instruction and related services per week according to the same established FEFP funding for 2009-2010.

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 are lost to the School Board for any reason, including change in the FEFP, budget shortages or as a result of FTE audits will be deducted on a prorated basis from payments due the Contracting Agency. Annually, during the period of the Agreement, 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 180 (One hundred eighty) school days shall each be equal to 90/180 (Ninety one hundred eightieth) of the school year. The ESY payment amount will be based on the number of ESY days approved by Brevard Public Schools. 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 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 provide daily transportation of students to and from the Contractor's facility. The Contractor shall have appropriate personnel on hand at the time the school bus arrives and departs to assure that all students are properly supervised. Student transportation for educational field trips or for special school-sponsored or connected events shall be the responsibility of the Contractor. The Contractor shall be reimbursed at the rate of \$15.00 hourly, 4 hours per day, up to 20 hours per week, 200 days per year for the provision of student supervision/transportation to, in, and from the facility not to exceed 39 positions, throughout the term of the agreement.
- C. The School Board shall be responsible for the identification, evaluation, eligibility, reevaluation, and assignment of all students to the Contractor. Private evaluations may be reviewed by School Board personnel to determine initial or continued eligibility.
- D. The School Board shall be responsible for compliance paperwork concerning eligibility and placement which affects FTE.
- E. 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. The Contractor shall input on TERMS daily attendance records.
- B. Contractor will be responsible for student membership data to the School Board's Management Information System. This shall include registration, course

assignments, and exceptional education record and other student/staff information as determined necessary for compliance.

- C. The Contractor shall maintain progress and evaluation reports on each student. These reports will be placed in students audit file to be reviewed by School Board personnel. 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. A summary evaluation of each student's progress shall be placed in students file by the Contractor prior to the annual review of the Agreement.
- D. Any meetings to review and revise each student's IEP 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 IEP 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 IEP and, as appropriate, revise its provisions.
- E. The Contractor shall provide a highly-structured academic and effective curriculum which includes, but is not limited to, art, music, physical education, technology, and vocational education, which are specifically designed for exceptional students.
- F. The Contractor shall provide adequate adult to student ratios in order to appropriately implement the goals and objectives of their students' IEP.
- G. The Contracting school shall establish provisions for reporting to appropriate representatives of the School Board any nonattendance of students.

- H. 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.
- I. The Contractor shall comply with federal and state laws and regulations in meeting the responsibilities of the School Food Service Program.
- J. 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:
- individual or group counseling
 - parent family counseling and education
 - consultation from the Contractor or other professionals
 - consultation in conjunction with individual or group counseling to assist in the implementation of transitional assignments to a least restrictive environment
 - speech/language therapy
 - educationally related physical/occupational therapy
 - The Contractor is responsible for providing any additional specially assigned assistants that are needed to provide appropriate educational/behavioral support services for exceptional students.
 - The Contractor shall employ services of a Hearing Interpreter for identified students and be reimbursed for their expenditure by the School Board.

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

ATTEST: THE SCHOOL BOARD OF BREVARD COUNTY

By: _____
Superintendent

Date: _____

ATTEST: BEHAVIORAL EDUCATIONAL SERVICES, INC.
1975 Palm Bay Rd. #104
Palm Bay, FL 32905

By: _____
Executive Director

Date: _____