



<b>THE SCHOOL DISTRICT OF ESCAMBIA COUNTY</b> <b>CURRICULUM AND INSTRUCTION</b> <b>SCHOOL BOARD AGENDA EXECUTIVE SUMMARY</b>		<b>V.A. # 5</b>	
<b>TITLE</b> Cooperative Agreement Between ARC Gateway, Inc. and the School Board of Escambia County, Florida		<b>SUBMITTED BY:</b> Teri Szafran, Director, Exceptional Student Education	
<b>PERIOD OF GRANT/CONTRACT/REQUEST</b> July 1, 2013 - June 30, 2014	<b>FUNDING SOURCE</b> FTE - Project 0800	<b>PROJECT COORDINATOR AND DEPARTMENT</b> Teri Szafran, Director, Exceptional Student Education	
<b>AMOUNT OF FUNDING REQUEST</b> – <i>Is amount more, less or same as last year? (Explain differences at end of Purpose section if additional space is required)</i> \$116,004      Same		<b>TOTAL PROJECT</b> – <i>Is the amount more, less or same as last year?</i> \$116,004      Same	
<b>PURPOSE</b> The agreement will provide an educational and vocational training program for eighteen (18) to twenty-two (22) year old students with disabilities.			
<b>IMPLEMENTATION PLAN</b> Fourteen (14) students with disabilities who have reached their potential in the regular school program will be provided with additional educational and vocational training as determined by the Individual Educational Plan (IEP).			
<b>PARTICIPATING SCHOOLS/AGENCIES</b> All Escambia County high schools, special centers and District Extended Program/ARC Gateway			
<b>ACTION REQUIRED</b> Board Approval			
<b>STRATEGIC ALIGNMENT</b> – <i>Include number and definition of Pillar, Goal and Measurable Objective.</i> <b>PILLAR:</b> Quality <b>GOAL:</b> Q.1: To increase rigor at all levels <b>MEASURABLE OBJECTIVE:</b> Q.1.1: Increase the percentage of students making a LG in reading and/or mathematics as measured by state mandated tests			
<b>DIRECTOR</b> 		<b>DATE</b> 3/18/13	
<b>ASSISTANT SUPERINTENDENT</b> 		<b>DATE</b> 4/4/13	<b>DATE OF BOARD APPROVAL</b>

Revised: January 2013

Retention: 5 years

**COOPERATIVE AGREEMENT BETWEEN  
ARC GATEWAY, INC.  
AND  
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**

THIS AGREEMENT, dated this 23<sup>rd</sup> day of April 2013, by and between ARC GATEWAY, INC., hereinafter referred to as "ARC Gateway" and THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, hereinafter referred to as "Board" or "District".

WHEREAS, ARC Gateway is approved by the School Board of Escambia County, Florida as a school conducting programs of education, training and related services for exceptional students; services can be provided at any appropriate ARC program; i.e., Pollak Industries, Pollak Training Center, Community Based Employment, Supported Employment, PAL/ACE; and

WHEREAS, the School Board of Escambia County, Florida, wishes to provide a special program of education or training for students with disabilities who have met the following criteria:

1. Is a resident of Escambia County, Florida, and has been, is now, or will be enrolled in the School District of Escambia County, Florida and is not past twenty-two (22) years of age.
2. Has been appropriately classified as a student with disabilities by the District in compliance with state statutes and all pertinent state and local school board rules and criteria.
3. Has an Individual Educational Plan (IEP) established, based on assessment results, which indicates specific educational and/or vocational needs and such plan and needs are agreed upon by the parents of the student and the District.
4. Upon review of the Individual Educational Plan (IEP) and the educational opportunities available, the District concludes that ARC Gateway can provide a more appropriate community transition program to meet the needs of the students with disabilities.

WHEREAS, the School Board of Escambia County, Florida believes that ARC Gateway can meet the educational and training needs of the student as outlined in the Individual Educational Plan and as evidenced by the contracting program meeting approval under 6A-6.0361, F.A.C.

For and in consideration of the mutual covenants contained herein, the parties to this Agreement agree as follows:

1. ARC Gateway shall accept the enrollment of up to fourteen (14) students with disabilities who have been evaluated by the District as exceptional students, and shall place said students in an appropriate educational and vocational training program to fit the students' special needs. Students ranging in age from eighteen

(18) to twenty-two (22) years of age (or completion of the thirteenth year) will be eligible for the program. Major emphasis will be placed on providing the program for students that become nineteen (19) before January of the 2013/2014 school year. Students age seventeen (17) may be placed if they have reached their potential in the school program and the Exceptional Student Education (ESE) staffing committee recommends the placement. Consent for placement of all students will be obtained from parents or guardians prior to placement.

2. Services will commence upon the student being staffed eligible for ARC Gateway. During the regular ten (10) month school year the service will include a minimum of five (5) hours a day following the ten (10) month calendar established by the Board. The length of the school day for Extended School Year (ESY) and the number of days it will operate will be agreed upon by ARC Gateway and the School District of Escambia County, Florida.
3. Bus transportation will be provided by the District. Students will be expected to follow the School Board of Escambia County, Florida's rules and regulations in regard to school bus transportation.
4. The Board shall reimburse ARC Gateway forty-one dollars and forty-three cents (\$41.43) per student per day based on attendance. ARC Gateway shall invoice the District at the end of each month. Payment per student should not exceed eight thousand two hundred eighty-six dollars (\$8,286) per year. The total amount of payments shall not exceed one hundred sixteen thousand four dollars (\$116,004).
5. ARC Gateway shall provide with each invoice for services, a list of activities as well as an evaluation of those activities during the invoice period. ARC Gateway will be responsible for the development of evaluation instruments as well as the administration of these instruments. Evaluation instruments must be reviewed by District personnel from the Exceptional Student Education Department.
6. The parties to this Agreement concur that the students described in paragraph one (1) have disabilities. An Individual Educational Plan for each student to be served by ARC Gateway will become a part of the official record kept by ARC Gateway for each student.
7. ARC Gateway will provide at least quarterly reports to the District on the students' progress in meeting educational goals, and a summary evaluation prior to renewal of the agreement.
8. Meetings to review and revise the students' Individual Educational Plans may be initiated and conducted by ARC Gateway at the discretion of the District. If ARC Gateway initiates and conducts these meetings, the District shall insure that the

parents and a District representative are involved in any proposed decision about the students' IEPs and agree to any proposed changes in the plan before those changes are implemented. ARC Gateway will implement the students' educational plans. Responsibility for compliance with state rules remains with the District.

9. ARC Gateway has and shall comply with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973. ARC Gateway will at all times comply with local or state standards for health and safety of students, whichever are more stringent.
10. The staff of the District is responsible for review of the program provided by ARC Gateway. Representatives of the District shall confer with the staff of ARC Gateway at reasonable times.
11. ARC Gateway shall be staffed by qualified personnel as defined in Florida State Board of Education Rule 6A-1.0503, F.A.C. Personnel who have direct contact with students shall undergo a Level 2 background screening in accordance with Section 1012.465, F. S., or provide proof that a screening has been conducted within the past five (5) years and have not sustained a disqualifying conviction pursuant to Section 435.04 F. S. in the interim.
12. The School Board of Escambia County, Florida shall assign Exceptional Student Education (ESE) teachers/aides to ARC Gateway for the following purposes:
  - A. Assistance in the implementation of school procedures for special programs for exceptional students as are applicable to the programs provided by ARC Gateway pursuant to the previously approved agreements;
  - B. Assistance in consultation and coordination of services available to program participants from the Florida Department of Children and Families.
13. ARC Gateway shall provide these teachers with the following:
  - A. Appropriate office space and equipment for instructional and office purposes;
  - B. Necessary direct support services by ARC Gateway's staff including case management, instructional activity, and supervision;
  - C. Access to records pertaining to program participants including attendance registers, curriculum, and lesson plans.
14. The attached Addenda entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" and

"ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)" are hereby agreed to and incorporated herein by reference.

15. Jurisdiction for any legal claims arising under the Agreement shall lie solely in the Circuit Courts of Escambia County, Florida.
16. The Agreement may be terminated for any reason or no reason at all, by any party at any time giving sixty (60) days prior notice to the other parties.
17. The term of this Agreement shall be from July 1, 2013, through June 30, 2014, and may be renewable on a yearly basis thereafter in writing. Any modifications, amendments or changes to this Agreement shall be made in writing and executed by the parties hereto.

IN WITNESS WHEREOF, said parties have entered into this Agreement on the 23<sup>rd</sup> day of April, 2013, to become effective July 1, 2013 through June 30, 2014.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Jeff Bergosh, Chair

ATTEST:

By: \_\_\_\_\_  
Malcolm Thomas, Superintendent

ARC GATEWAY, INC.

By: \_\_\_\_\_  
Charles Brewer, Acting Director

By: \_\_\_\_\_  
Patricia Young, Vice-President

APPROVED FOR LEGAL CONTENT

FOR April 2013 AGENDA

MAR 27 2013

\_\_\_\_\_  
GENERAL COUNSEL  
ESCAMBIA COUNTY SCHOOL BOARD

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## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with

which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

## ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

### A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

### B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

2. If this agreement involves construction to be performed by the Signer, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000 and the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$1,000,000 according to the same terms, provisions, conditions and requirements described in paragraph B1 of this addendum. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.

3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:

Signer:



Kevin T. Windham, CFE, Director  
Risk Management  
Escambia School District  
75 North Pace Boulevard  
Pensacola, FL 32505

Initials of each

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