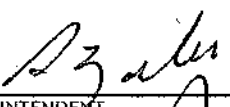
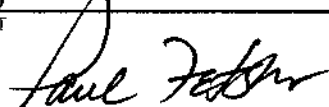


THE SCHOOL DISTRICT OF ESCAMBIA COUNTY Curriculum & Instruction/Human Resource Services/ Risk Management		SCHOOL BOARD AGENDA EXECUTIVE SUMMARY	
TITLE Contract Between the School Board of Escambia County, Florida and United Cerebral Palsy of Northwest Florida, Inc. 2009-2010		SUBMITTED BY: George A. Ziolkowski, Ph.D., Director Exceptional Student Education	
PERIOD OF CONTRACT July 1, 2009-June 30, 2010	FUNDING SOURCE FTE Proj 0800	PROJECT COORDINATOR AND DEPARTMENT George A. Ziolkowski, Ph.D., Director Exceptional Student Education	
AMOUNT OF FUNDING REQUEST - Is amount more, less or same as last year? (Explain differences at end of Purpose section if additional space is required) \$180,000 Same as last year		TOTAL PROJECT - Is amount more, less or same as last year? \$180,000 Same as last year	
PURPOSE The contract will provide an educational and vocational training program for students with physical disabilities.			
IMPLEMENTATION PLAN 30 students with physical disabilities who have reached their potential in the regular school program will be provided additional educational and vocational training as determined appropriate by the Individual Educational Plan (IEP).			
PARTICIPATING SCHOOLS-AGENCIES All Escambia County High Schools, ESE Vocational Centers, Special Center			
ACTION REQUIRED Board approval and signature			
STRATEGIC ALIGNMENT - Include number and definition of Goal and Objective. GOAL: 2: Prepare students for the workforce OBJECTIVE: 2.3: Increase, by at least one percent each year, the number of Career and Technical Education students completing high school and articulating to post-secondary education and/or training, entering the military, or working in employment related to their training.			
DIRECTOR 		DATE 5/4/09	
ASSISTANT SUPERINTENDENT 		DATE 5/5/09	DATE OF BOARD APPROVAL

CONTRACT BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
UNITED CEREBRAL PALSY OF NORTHWEST FLORIDA, INC.
2009-2010

THIS CONTRACT dated this 19th day of May, 2009, between THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, and UNITED CEREBRAL PALSY OF NORTHWEST FLORIDA, INC., hereinafter referred to as "UCP."

WHEREAS, UCP is approved by the School Board of Escambia County, Florida as a school conducting programs of education, training and related services for exceptional students; 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 is now/will be enrolled or has been enrolled in the Escambia County School System and is not past age 22.
2. Has been appropriately classified as a student with disabilities by the Escambia County School System in compliance with state statutes and all pertinent state and local school board rules and criteria.
3. An individual educational plan has been established for this child 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 child and the School Board of Escambia County, Florida.
4. After reviewing the individual educational plan and the educational opportunities available within the Escambia County School System, the School Board of Escambia County, Florida concludes that UCP can provide a more appropriate program to meet the needs of students with disabilities.

WHEREAS, the School Board of Escambia County, Florida believes that UCP can meet the educational and training needs of students as outlined in individual educational plans and as evidenced by the contracting School meeting approval under Florida State Board of Education Rule 6A-6.0361, F.A.C.

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

1. UCP shall accept up to thirty (30) students with disabilities who have been evaluated by the School Board of Escambia County, Florida as exceptional students, and shall place said student in an appropriate educational and vocational training program to fit the students' special needs. Students ranging in age from 16 to 22 years of age will be eligible for the program. Students age 16 may be placed if they have reached their potential in the school program and the Exceptional Student Education staffing committee recommends the placement. Agreement for placement for each student will be obtained from the parent or guardian prior to placement at UCP.
2. During the regular term the service will include a minimum of five (5) hours a day following the Escambia District School calendar. The length of the school day for summer school/extended school year and the number of days it will operate shall be agreed upon by UCP and the School Board of Escambia County, Florida.

3. Bus transportation will be provided by the School 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 School District agrees to reimburse UCP for each student at \$45.00 per day per student (partial days count as one full day). The School District will reimburse UCP at a rate of \$45.00 per placement per day no later than the 20th of the month immediately following the month service was provided. UCP will send an invoice to the School District on a monthly basis. Monthly attendance sheets for each student will be attached to the monthly invoice. Payment per student should not exceed \$7200 per year. The total Contract amount should not exceed \$180,000. In the event of termination, the School Board of Escambia County, Florida shall reimburse UCP for services provided through the date of termination.
5. UCP shall provide with each invoice for services, a list of activities as well as results of those activities during the invoice period, including, but not limited to the following: workshops, presentations, programs, consultations, counseling services or other activities which include teachers, staff or students. the locations of these activities, the number of participants, evaluation of the service by participants (excluding counseling), and an evaluation of the progress made by students either in knowledge and/or attitudes related to the topics presented or services provided. Some evaluations may be in the form of direct feedback to school based personnel. However, for counseling services, direct feedback must be provided to appropriate school based personnel. UCP 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 name and address of the official payee to whom payment shall be made is:

United Cerebral Palsy of Northwest Florida, Inc.
2912 North "E" Street
Pensacola, FL 32501
7. Modifications of provisions of this Contract shall only be valid when reduced to writing and duly signed. The parties agree to renegotiate this Contract if Federal and/or State revision of any applicable laws or regulations make changes in the Contract necessary.
8. UCP shall maintain an official school attendance register. In addition, UCP will provide at least quarterly reports to the School District on the student's progress in meeting educational goals, and a summary evaluation prior to the renewal of the Contract. A summary evaluation of each student's progress shall be submitted to the School District by UCP at the end of the school year.
9. UCP shall be staffed by qualified personnel as defined in Florida State Board of Education Rule 6A-1.0503, F.A.C. Personnel in the facility shall be certified or licensed in accordance with the standards established by the State. UCP shall provide a list of personnel and their qualifications for the School District prior to the beginning of each school year and amend the list periodically as appropriate. UCP shall require all its personnel who have direct contact with the students served by this Contract to undergo a Level 2 background screening pursuant to Section 1012.465, Fla. Stat. (2006).
10. Jurisdiction for any legal claims arising under this Contract shall lie solely in the Circuit Courts of Escambia County, Florida.
11. UCP agrees in writing that it complies with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.

11. UCP agrees in writing that it complies with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973. UCP will at all times comply with local or state standards for health and safety of students, whichever are more stringent.
12. District staff will be permitted to review the program provided by UCP and confer with the staff at reasonable times.
13. This Contract 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 party.
14. The attached Addendum entitled "ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)" is hereby agreed to and is incorporated herein by reference.
15. The term of this Contract shall be from July 1, 2009 to June 30, 2010 and may be renewable in writing on a yearly basis thereafter. Any modifications, amendments, or changes to this Contract shall be made in writing and executed by both parties.

IN WITNESS WHEREOF, said parties have entered into this Contract on the 19th day of May, 2009, to become effective July 1, 2009 through June 30, 2010.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA


By: _____
Patricia Hightower, Chair

ATTEST:

By: _____
Malcolm Thomas, Superintendent

UNITED CEREBRAL PALSY OF NORTHWEST FLORIDA, INC.

By: _____
Sherry A. White, President/CEO

APPROVED AS TO FORM

APR 29 2009
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

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

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 in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

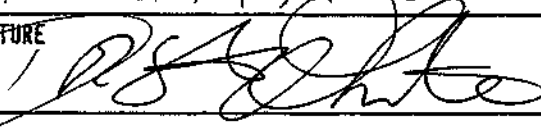
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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	PR/AWARD NUMBER AND/OR PROJECT NAME
UNITED CEREBRAL PALSY OF NW, FL, INC.	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
DR. SHERRY A. WHITE, PRESIDENT/CEO	
SIGNATURE	DATE
	4/13/2009

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 \$500,000 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 \$500,000 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
215 West Garden Street
Pensacola, FL 32502

Initials of each

