

Santa Rosa County School Board
Cooperative Agreement and Service Delivery Plan
Title II Part A Teacher and Principal Training and Recruiting Fund
in collaboration with
East Hill Academy at Avalon

General Provisions

THIS COOPERATIVE AGREEMENT AND SERVICE DELIVERY PLAN ("Agreement") is made and entered into on June 28, 2012 between the Santa Rosa County School Board, 5086 Canal Street, Milton, Florida 32570, 850-983-5000 (hereinafter referred to as "DISTRICT"), duly operating under the Laws of the State of Florida, and

East Hill Academy at Avalon at Avalon

Barbara Barber, Administrator

4401 Avalon Blvd.

Milton, FL 32583

Termination

To terminate this agreement, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination.

Mutually-Agreement Upon Procedures

This agreement represents mutually agreed-upon procedures for implementing the Title II Part A Teacher and Principal Training and Recruiting Fund program at the private school. Procedures are a result of timely and meaningful consultation agreed upon June 14, 2012.

Indemnification

Private school shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

Legal Authority

Each party signing this agreement individually warrants that he or she has full legal power to execute the agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions of the agreement.

- 1. How the LEA will identify the needs of eligible private school children and teachers:**
The LEA, Santa Rosa County District Schools, will identify the needs of private school children and teachers through needs assessment.
- 2. What services the LEA will offer to eligible private school teachers:**

The LEA will offer private school teachers access to professional development on an equitable basis as that offered to Santa Rosa District teachers.

3. How and when the LEA will make decisions about the delivery of services:

The LEA met with representatives from the East Hill Academy at Avalon several times during the planning of the 2012-13 Title II Part A Teacher and Principal Training and Recruiting Fund application. Decisions about the delivery of services were made in consultation with Barbara Barber, East Hill Academy at Avalon, Administrator, after analysis of a school and staff needs assessment. Ongoing consultation will occur during the 2012-13 school year to ensure that staff development offerings meet the needs of East Hill Academy at Avalon teachers. Revisions in the plan may be made during the year, as needed, with agreement from the LEA and the East Hill Academy at Avalon, Administrator.

4. How, where, and by whom the LEA will provide services to eligible private school teachers, including a thorough consideration and analysis of the views of the private school officials on the provision of services through a contract with a third-party provider:

The LEA will provide services to East Hill Academy at Avalon teachers through regularly-scheduled district staff development. In addition, the District may provide site-specific inservice as requested and approved in consultation between the East Hill Academy at Avalon administrator and the district. Such inservice may be provided by district personnel or through contract with third party providers. Potential contracts with third-party providers must be approved by the LEA in advance. If the LEA disagrees with the request of the private school official for the provisions of services through a third-party contract, the LEA must provide the private school the reasons in writing why the LEA chooses not to use a requested third-party contractor.

5. How the LEA will assess the services to eligible private school teachers in accordance with Title II Part A Teacher and Principal Training and Recruiting Fund and how the LEA will use the results of that assessment to improve services:

The LEA will assess the services provided to eligible private school teachers through the district staff development evaluation instrument and follow up form. The LEA will use the results of that assessment to improve services.

6. The size and scope of the equitable services that the LEA will provide to eligible private school children, and consistent with Title II Part A Teacher and Principal Training and Recruiting Fund, the proportion of funds that will be allocated to provide these services:

The District agrees to provide an equal amount of funds per student for private school students as is provided per public school student. The projected 2012-13 Title II allocation is \$807,446. Based on Santa Rosa student enrollment of 26,551, potential per student expenditure from Title II funds per student is \$31.41. Based on East Hill Academy at Avalon projected enrollment figures, the estimated staff development funds available to East Hill Academy at Avalon in 2012-13 is \$364.92. As this is the first year of East Hill Academy at Avalon, in the Title II, Part A grant, there are no roll forward funds from 2011-12.

- The LEA will provide services to East Hill Academy at Avalon teachers through regularly scheduled district staff development, based on the value of \$10 per hour.
- The district will pay East Hill Academy at Avalon teachers stipends to attend staff development for which Santa Rosa District teachers are paid stipends at the same rate as Santa Rosa teachers receive; that is, \$15 per hour plus Social Security. Stipends

for private school teachers will be paid directly to the East Hill Academy at Avalon teachers and not to the school. Each East Hill Academy at Avalon teacher must complete the requisite paperwork to become a Santa Rosa District vendor.

- Upon written request from the East Hill Academy at Avalon administrator and with prior approval of the Title II project manager, stipends may be paid to East Hill Academy at Avalon teachers for activities for which Santa Rosa teachers do not receive stipends. Stipends will be paid directly to the private school teachers and not to the school.
- With prior approval, the district may also fund attendance or a portion of attendance of East Hill Academy at Avalon teachers at professional conferences to the extent that the content of the conference is part of a sustained and comprehensive secular professional development plan for each attending teacher. Travel costs may be reimbursed and if so will be paid directly to the participating teachers at the District rate. Temporary Duty forms must be filed in advance of such travel and approved by the Title II project manager.
- Santa Rosa District Schools will administer and retain control of all Title II Part A Teacher and Principal Training and Recruiting Fund moneys. No program funds will be provided directly to East Hill Academy at Avalon.

7. Supplies and equipment provided to the private school:

Supplies and equipment provided to the East Hill Academy at Avalon as part of staff development remain the property of Santa Rosa District Schools. East Hill Academy at Avalon must attach property tags to each item and maintain a master inventory list. Supplies and equipment provided must be returned to the district at the end of each school year. East Hill Academy at Avalon agrees to replace any lost or damaged materials.

8. Staff development records

Staff development hours (Continuing Education Units—CEUs) will be tracked by East Hill Academy at Avalon through vouchers presented to and signed by staff development facilitators. The District is absolved of any responsibility for maintaining staff development records for East Hill Academy at Avalon teachers, although copies of sign in sheets will be retained for documentation and may be provided upon request.

Prohibition of Defaming the District

Private school will not participate in any activities that may lead to the detriment of the integrity or defaming of DISTRICT and its provision of services. Activities that will lead to termination of the agreement include, but are not limited to any lobbying activity and/or the use of funds provided through the contract to be used for the purpose of lobbying, intimidation, misrepresentation of services, discrimination against other private school, schools or students, defamation of the local DISTRICT or private school, or activities that may lead to exclusivity of service delivery. DISTRICT will submit a complaint in writing to the private school. Within 10 working days of receipt of complaint, private school will respond in writing with the action taken to correct the prohibited action. Unsatisfactory resolution may result in the termination of this agreement.

Private School Eligibility

Private school certifies that the following statements are true.

1. This is a non profit school (only nonprofit schools may participate).
2. The school operates a school program with pupils present for at least 180 days each school year. (A school day is that portion of the day in which school is actually in session and comprises not less than 5 net hours excluding intermissions for all grades above the third; not less than 4 net hours for the first three grades; and not less than 3 net hours in kindergarten, or the equivalent, as calculated on a weekly basis.) OR the school operates a school program with pupils present a minimum of 170 actual school days and the hourly equivalent of 180 days, as indicated below:
 - a. Kindergarten: 540 net instructional hours
 - b. Grades 1-3: 720 net instructional hours
 - c. Grades 4-12: 900 net instructional hours.
3. The school has applied for a Civil Rights Compliance Determination.

Compliance with Laws

The private school will comply with all applicable federal, state, State Board of Education, and local laws, rules, and regulations relating to the provision of services.

Governing Law

The terms and conditions of the agreement are governed by the laws of the state of Florida and the District.

Disputes/Modifications

Any changes or modifications of this agreement must be completed in a consultation with partners in the agreement. Requests for modifications may be submitted in writing to

Kenny McCay
Coordinator of Literacy
Santa Rosa County District Schools
5086 Canal Street
Milton, FL 32570

Signature Page

NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.

The School Board of
Santa Rosa County, Florida

East Hill Academy at Avalon

By: Hugh Winkles
Chairman of the Board

By: Barbara Barber, Principal/Administrator
East Hill Academy at Avalon

Signature

Signature

Date

Date

Attest:

Print Attest Name

Print Attest Name

Signature

Signature

Date

Date