

**COOPERATIVE AGREEMENT BETWEEN CREATIVE PRESCHOOL CORPORATION  
AND THE SCHOOL BOARD OF LEON COUNTY, FLORIDA**

The School Board of Leon County, hereinafter referred to as the "Board" or "LCSB" and CREATIVE PRESCHOOL CORPORATION, hereinafter referred to as "CREATIVE", enter into this agreement to provide educational services to those children in the Exceptional Student Education program. This agreement shall take effect July 1, 2007 and continue until June 30, 2008.

- I. CREATIVE agrees to provide the Exceptional Student Education program housed at CREATIVE:
  - A. Access to and use of appropriate educational space during all designated student and teacher days as specified in the Leon County School Calendar;
  - B. Payment of all utilities;
  - C. Access to and use of a telephone for educational purposes;
  - D. Tuition waiver for all students assigned to the Exceptional Student Education program during the agreed upon school hours for individual students on Leon County calendar days, including summer school;
  - E. Upkeep, maintenance and repair of the facility, equipment and furniture which is the property of Creative;
  - F. Follow Leon District Procedures for screening and referral, and additional testing as deemed appropriate;
  - G. Provide Leon County Schools with a current copy of Certificate of Liability Insurance and Sexual Abuse or Molestation Liability Coverage covering the period July 1, 2007 through June 30, 2008.
  - H. All CREATIVE staff and contracted therapists in contact with children enrolled in the LCSB exceptional student education program will complete Level 2 background checks through LCSB district administration office;
  
- II. The Board agrees to provide the following to Leon County Exceptional Education Students assigned to Creative:
  - A. Evaluation and reevaluation of exceptional students as appropriate;
  - B. Appropriate educational programs and staff;
  - C. Administration and supervision of educational programs and staff;
  - D. Educational staff, materials and equipment required for implementation of Individual Education Plans and/or Family Support Plans;
  - E. Transportation to and from the site as indicated in IEP's;
  - F. Operation of the classrooms for the specified student day on all student days designated in the Board Calendar; (attached)
  - G. Permit CREATIVE to purchase program supplies and equipment through the Board and its warehouse.
  
- III. The Board and Creative mutually agree:
  - A. To require all university staff and/or students and others wishing to observe, participate or intern in classes serving Leon County Students to obtain permission from both the coordinator of Leon County Schools Early Childhood Programs and the director of Creative;  
  
Assignment to specific teachers and classes will be done by the coordinator of Leon County Schools Early Childhood Programs and the director of Creative;  
  
All requests for research must be approved through the Leon County research approval process and have the approval of the coordinator of Leon County Schools Early Childhood Programs and the director of Creative;

- B. Release of information forms must be on file in the coordinator of Leon County Schools Early Childhood Programs office prior to any verbal or written disclosure of information regarding students in the ESE program;
  
- C. To observe and adhere to all federal and state laws and regulations and policies adopted by the Board relating to the confidentiality and maintenance of student records. The disclosure of the identity of students enrolled in the Exceptional Student Education Program to observers who are not employees of the Leon County School system will not be allowed. Without limiting the generality of the foregoing, Creative shall comply with the Health Insurance Portability and Accountability Act, and may not use or further disclose Personal Health Information (“PHI”) other than as permitted or required by law or this Agreement. Specifically, Creative shall: (1) report to Board any impermissible use or disclosure of PHI, (2) ensure that any agents, including subcontractors to whom it provides PHI created or received from Board agrees to the same restrictions or conditions that apply to Creative, (3) make PHI available in accordance with HIPPA Privacy Rules, (4) make PHI available for amendment and incorporate amendments into PHI in accordance with HIPPA rules, (5) make available the information required to make an accounting of disclosures under the applicable HIPPA law and regulations; (6) make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Creative, available to applicable governmental entities, and (7) upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Creative in performance of this Agreement.

This agreement or part of this agreement, may be terminated with or without cause by either party at any time, upon no less than ninety (90) days notice in writing to the other party. Said notice shall be delivered by certified mail, telegram or in person. At such time contract is terminated all nonconsumable materials, supplies and equipment shall be treated as property of Leon County Schools.

CREATIVE PRESCHOOL CORPORATION

BY: \_\_\_\_\_  
DIRECTOR, CREATIVE

DATE: \_\_\_\_\_

THE SCHOOL BOARD OF LEON COUNTY FLORIDA

BY: \_\_\_\_\_  
CHAIRPERSON, LCSB

DATE: \_\_\_\_\_