



Dear Mr. Emsweller,

Bona Vista's Keys for Kids Early Childhood Education Center appreciates the confidence you have shown in our program by placing your students in our services this year. Bona Vista continues to offer quality preschool programming that is accredited by Paths to Quality (PTQ) Level 4, state licensing, and National Association for the Education of Young Children (NAEYC).

Enclosed you will find two copies the 2018-2019 Special Education Preschool and Therapies Agreement. Rates for services remain the same as for the 2017-2018 school year. Please keep one signed copy and return the second copy in the self-addressed stamped envelope by May 15, 2018.

We strive to deliver high quality service to the children and families we serve. Open communication is essential for continuing to provide quality school funded services. We welcome your comments, concerns, suggestions, and input. We are grateful to be able to partner with you and provide our children with a positive preschool experience. You may contact me through email at bbarnett@bonavista.org or by phone at (765)457-8273.

Sincerely,

Beth Barnett

Vice President, Early Childhood Services

Special Education and Therapy Services Agreement

This Agreement, made and entered into on the ____ day of _____ 2018, by and between Tipton School Corporation (the "School Corporation") and Bona Vista Programs, Inc. (the "Agency"),

WITNESSETH THAT:

WHEREAS, the School Corporation is required to provide an appropriate education for preschool children, age three to five, who qualify as disabled and who reside in Howard, Miami, or Tipton County, Indiana, pursuant to federal and state law and the School Corporation will obtain state, federal and local funding for that purpose; and

WHEREAS, the Agency provides educational services to disabled preschool children, through a state approved and qualified program; and

WHEREAS, Indiana Code 20-35-4 authorizes the School Corporation to enter into contractual agreements with qualified public and private agencies serving disabled preschool children; and

WHEREAS, the parties hereto are mutually interested in providing children with an appropriate preschool education,

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and other terms and conditions hereinafter set forth, the parties hereby agree as follows:

1. The Agency agrees to provide the following appropriate preschool educational services as determined by an Individual Education Plan ("IEP"), to _____ **(the "child")**, a child who qualifies for services due to a disabling condition(s) at its facility located at 1220 East Laguna, Kokomo, Indiana.
 - a. Educational services shall include, but are not limited to the following: special instruction, speech pathology, occupational therapy, physical therapy, health and developmental services necessary to enable the child to benefit from the educational services, and the case management services.
 - b. The Agency shall provide the child only those educational services identified as necessary as a result of case conference assessment and as specified in the IEP.
 - c. The Agency shall have a representative at all case conferences and shall have input into the formation of the IEP.

- d. The Agency's professional staff shall at all times remain employees of the Agency and not employees of the School Corporation.
 - e. Day-to-day supervision of all Agency staff participating in the IEP for the child shall be the responsibility of the Agency.
 - f. The Agency shall participate and cooperate with the School Corporation in insuring that the staffing, IEP, and annual case review requirements are met and that all requirements of state and federal special education laws and regulations are followed.
 - g. The Agency has the right to limit the number of children enrolled into a classroom in accordance with Indiana Administrative Code Child Care Licensing Rules.
2. The School Corporation shall provide transportation to and from the Agency's facilities if the child requires transportation to benefit from the services offered by the Agency.
3. The School Corporation agrees to compensate the Agency for its services rendered as follows:
 - a. The School Corporation agrees to pay the Agency
 - \$33.50 per day for the Special Education Preschool program.
 - \$15.00 per 15 minutes of one-on-one Nursing services for specific student's medical needs.
 - \$83.63 per hour for individual Speech, Occupational, and Physical Therapy and \$90.00 per hour for group therapy.
 - Ten slots will be billed per week for the General Education Setting. Each week will cost \$157.50, per slot. Enrollment will be Monday-Friday for one morning and one afternoon student. KASEC will share the slots between school corporations and adjustments can be made to the number of slots, if necessary.
 - b. The Agency shall bill the School Corporation for services rendered pursuant to paragraph 3 of this Agreement monthly, beginning **August, 2018**, which shall be paid within sixty (60) days of the date the invoice is received.
4. The term of this Agreement is for the **2018-2019** school year and starts on or around **August 1, 2018** and ends on or around **May 31, 2019**, and consists of 180 days as indicated on the school calendar.
5. The Agency shall, during the entire period of this Agreement, keep in full force and effect, at its sole cost and expense, against claims for personal injury, death, or property damage, a policy of general public liability insurance with combined single limits of at least \$2,500,000.00. Such policy shall name the School Corporation, its Board of School Trustees, agents, servants and employees, and Agency, as insureds, with coverage

acceptable to the School Corporation and a company with a Best rating of "A" or better licensed to do business in Indiana and shall provide that the insurer may not cancel or change coverage without ten (10) days notice after the date of this Agreement, the Agency shall deliver to the School Corporation a certificate of insurance in a form satisfactory to the School Corporation, certifying that such insurance is in full force and effect. The policy of insurance, which the Agency is required to furnish by the terms of this paragraph, shall be primary with any other insurance which might cover the School Corporation being in excess thereof.

6.
 - a. Prior to placement in the Agency Program, the child shall be evaluated and determined to be disabled and eligible for early childhood services. In addition, the local agency case conference committee has conducted a case conference where an IEP has been developed and placement in the Agency was recommended.
 - b. The Child is not required to attend or participate in any religious or religious-oriented classes or programs.
 - c. The Agency does not discriminate or segregate on the basis of race, creed, ethnic origin, sex, disabling condition, age, or any other grouping of a capricious or arbitrary nature in the operation of its preschool program.
 - d. The Agency has been apprised of the procedural safeguards and due process requirements of applicable state and federal law. Although the School Corporation remains responsible for insuring the same, the Agency is responsible for assisting the School Corporation by complying with applicable state and federal law, including, but not limited to, insuring the confidentiality of personally identifiable information; assisting in the evaluation process; permitting the inspection of educational records by authorized personnel cooperating in the conduct of complaint investigations; participating in case conference committee meetings; and providing assistance and cooperation in whatever manner necessary to comply with state and federal law.
 - e. No agency representative may serve as the child's parent or guardian in any case conference committee meetings.
 - f. The School Corporation remains principally responsible for the identification, evaluation, and educational placement of the eligible child and the provision of a free appropriate public education to the child, and such duty cannot be delegated to the Agency. However, nothing in this paragraph shall relieve the Agency of its contractual obligations as contained in this agreement and as required by law.
 - g. The Agency shall cooperate with state and federal monitoring activities with respect to the School Corporation.
 - h. The Agency may not assess a charge or cost to the parent of the child for participating in its preschool program as detailed in the child's IEP.

- i. All of the Agency's facilities shall meet all applicable health, safety, personnel and educational requirements.
 - j. All of the Agency's special education instruction will be provided by personnel holding those qualifications required by the Indiana State Department of Education.
 - k. All case conferences will be chaired by a school representative.
7. If either party fails to comply with any of the provisions of this Agreement, the other may terminate this Agreement by mailing or personally delivering written notice of termination to the other party after specifying any alleged breach, default or noncompliance in writing to the party in breach. The non-breaching party may allow a reasonable time for the correction of the breach. After allowing a reasonable time, not to exceed fifteen (15) days, for the correction thereof, the non-breaching party may choose not to terminate this Agreement if the correction restores the faith of the non-breaching party in the breaching party's ability to perform the terms of this contract adequately.
 8. If federal or state funding for the purposes of this Agreement is inadequate or is not available to the School Corporation, the School Corporation may terminate this Agreement by mailing or personally delivering a written notice of termination to the Agency, to be effective ten (10) days after receipt of the notice of termination. In the event of such termination, the Agency shall be entitled to compensation pursuant to paragraph 3 of this Agreement to the date of termination.
 9. This Agreement and the Agency's responsibility contained in this Agreement shall not be assigned by the Agency without the written consent of the School Corporation.
 10. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes any and all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.
 11. No amendment, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby.
 12. No waiver by either party shall be effective unless in writing, nor shall any written waiver operate as a waiver of any other default.
 13. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Indiana.
 14. The undersigned persons executing this Agreement on behalf of the School Corporation and the Agency hereby represent and certify that he or she has been duly authorized and fully empowered to execute this Agreement and that all necessary action in respect thereto has been done and taken.

IN WITNESS WHEREOF, the parties have executed this Agreement and if this Agreement is executed in counterparts, each shall be deemed an original.

SCHOOL CORPORATION

BONA VISTA PROGRAMS, INC.

Name and Title

Jill S. Dunn, President

Signature


Signature

Date

2 23 18

Date

Revised 2/20/2018