

**AGREEMENT**

Between

**DeKalb County School District**

and

**Easter Seals North Georgia, Inc.**

**2022-2023 SY**

This Agreement (“Agreement”) is made by and between DeKalb County School District, a political subdivision of the State of Georgia under the management and control of the DeKalb County Board of Education, (“DCSD”) and Easter Seals North Georgia, Inc., a non-profit corporation organized and existing under the laws of the State of Georgia, (“ESNG”). Hereinafter DCSD and ESNG are jointly referred to as the “Parties”, and each a “Party”.

**RECITALS**

**WHEREAS**, DCSD and ESNG desire to enter into a collaborative agreement, the specific details of which will be outlined in the non-binding Contract Agreement attached hereto as Exhibit “A”; and,

**WHEREAS**, DCSD and ESNG desire to formalize the terms of their collaboration in legally binding form.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement, intending to be legally bound, agree as follows:

**Section 1. Term of Agreement**

1.1 This Agreement shall take effect on July 1, 2022 and shall remain in effect no later than June 30, 2023 upon which all expected services or performance shall have been completed by the Parties. This Agreement shall be automatically renewed for the subsequent fiscal year, subject to the other termination methods available in this Agreement. However, as required by O.C.G.A. 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of each calendar year and will be automatically renewed for the remainder of the current term subject to the other termination methods available in this Agreement.

1.2 This Agreement may be cancelled or terminated for convenience, for any reason, by either Party upon thirty days advance written notice to the other Party.

**Section 2. Contract Agreement**

2.1 The general objectives of this Agreement are outlined in the non-binding Contract Agreement, which is incorporated and attached as Exhibit “A” to this Agreement.

2.2 The terms of this Agreement shall control the Contract Agreement and any subsequent Contract Agreement entered into between the Parties.

**Section 3. Agency Liability**

- 3.1 Nothing in this Agreement shall grant to a Party the right to make commitments of any kind for, or on behalf of, the other Party.
- 3.2 Each Party is responsible for its own actions and omissions and those of its agents and employees. Neither Party undertakes or assumes any liability to any person or entity for any acts or omissions of the other Party, its agents, or employees.
- 3.3 ESNG agrees to indemnify and hold harmless the DeKalb County Board of Education, DCSD, its agents, and employees from any claim, demand, liability, loss, charges, expenses (including attorneys' fees and costs) or causes of action of whatever kind or nature arising out of any act of ESNG, its agents, and employees for which DCSD is alleged to be liable.
- 3.4 Nothing contained herein is intended to be a waiver, in any respect whatsoever, of DCSD's right to assert under any circumstances whatsoever its claims of governmental or official immunity from any liability or damages asserted against it.

**Section 4. Student Records**

**ESNG Responsibilities**

- 4.1.1 ESNG shall comply with Federal and State laws and regulations regarding confidentiality of student records. Specifically, ESNG shall comply and shall assist DCSD in compliance, in all material respects, with applicable laws and regulations, including Georgia Student Data Privacy, Accessibility and Transparency Act, Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. § 1232h, and all applicable privacy laws.
- 4.1.2 To the extent ESNG or its subcontractors comes into contact with any student data or information, ESNG or its subcontractors will not disclose such information without eligible student/parent/guardian permission. Personally identifiable student information and education records, as defined pursuant to O.C.G.A. Title 20 and FERPA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this Agreement, along with any information and records excluded from disclosure by DCSD under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. (hereinafter jointly referred to as the "Confidential Information").
- 4.1.3 Within its own discretion, DCSD may designate ESNG as a "school official" within the meaning of FERPA, if DCSD determines that the services under this Agreement are functions that would normally be provided by DCSD and if DCSD determines that ESNG has a legitimate educational interest in student educational records and information.
- 4.1.4 With respect to information protected by FERPA, ESNG may not continue to maintain education records or personally identifiable information of students after termination of this Agreement, and must return or destroy, as requested by DCSD, all such records and information to DCSD as the owner of that information within ten (10) days of termination for any reason, unless otherwise agreed to in writing by the Parties.

4.1.5 During and after the term of this Agreement, ESNG take all reasonable measures necessary to keep the Confidential Information confidential, including, without limitation, all measures it takes to protect its own confidential information of a similar nature. ESNG shall give prompt written notice to DCSD of any suspected or actual security breach that may or does impact DCSD's data or of any unauthorized use or disclosure of the Confidential Information. ESNG shall assist DCSD in remedying each unauthorized use of disclosure. Giving assistance does not waive any breach of the Agreement by ESNG, nor does acceptance of the assistance constitute a waiver of any breach of the Agreement.

### Joint Responsibilities of the Parties

#### 4.2.1 Standards of Conduct

- The Parties agree to use only positive strategies to support a child's well-being and prevent and address challenging behavior;
- The Parties must not maltreat or endanger the health or safety of children.
- The Parties must not:
  - a. Use corporal punishment;
  - b. Use isolation to discipline a child unless required based on that student's Individualized Educational Program to address behavioral strategies;
  - c. Bind or tie a child to restrict movement or tape a child's mouth;
  - d. Use or withhold food as a punishment or reward unless required based on that student's Individualized Educational Program to address behavioral strategies;
  - e. Use toilet learning/training methods that punish, demean, or humiliate a child;
  - f. Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
  - g. Physically abuse a child;
  - h. Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or,
  - i. Use physical activity or outdoor time as a punishment or reward unless required based on that student's Individualized Educational Program to address behavioral strategies;
- The Parties agree to respect and promote the unique identity of each child and family and refrain from stereotyping on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;

#### 4.2.3 Confidentiality of Personally Identifiable Information (PII)

The Parties shall maintain the confidentiality of ESNG staff, child and family records and program information that they may have access to. The Parties agree to the following related to confidentiality and Protection of Personally Identifiable Information (PII):

Personally Identifiable Information (“PII” or “Information”) means any information that could identify a specific individual, including but not limited to a child’s name, name of a child’s family member, street address of the child, social security number, or other information that is linked or linkable to the child.

i. Information Gained as a Result of Performance of this Agreement

Any PII or other information about Head Start or Early Head Start program participants (children and families) or ESNG employees, including anything which the Parties see or hear, as well as all forms of written communication, including electronic communication, that the Parties gain as a result of the performance of services under this Agreement is confidential information.

ii. Disclosure of Information to ESNG Staff

PII and information concerning a child, family member, program participant, or ESNG staff member is to be shared with other ESNG staff to the extent that such information is necessary for the DCSD and/or ESNG staff to effectively perform his/her duties under this Agreement.

iii. No Disclosure of Information to Third Parties

PII and information concerning a child, family member, program participant, or ESNG staff member is not, under any circumstances, to be shared with any individual or organization outside of ESNG.

iv. Unauthorized Disclosure of Information

In the event that either Party makes an unauthorized disclosure of information prohibited by this Agreement, the Parties acknowledge that the right of privacy of children, families and/or ESNG and/or DCSD staff will be violated, and that either Party may, at its discretion: (i) provide the other Party with an opportunity to self-correct, (ii) prohibit the other Party from access to records, PII, or other Information for a set period of time, and either Party will have the right to initiate legal action against the other Party on account of such disclosure.

v. Review of Confidentiality Provisions

The Parties shall review this Agreement annually, and if necessary, the Parties shall update the Agreement in accordance with 45 CFR 1303.22(d).

**Section 5.     Notices**

5.1     Unless otherwise provided in this Agreement, all notices, including, but not limited to, any notice of termination of this Agreement, will be in writing and will be personally delivered,

sent by regular mail, overnight delivery service or sent by certified mail, return receipt requested, postage prepaid. Notices will be deemed given (a) on the date delivered if delivered personally, (b) on the first business day following the date of dispatch if delivered by overnight delivery service, or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail. Notices must be sent to the respective address set forth below or such other address that a Party specifies in a notice delivered pursuant to this Section.

5.1.1 To DCSD: DeKalb County School District  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083  
Attn: Dr. Vasanne S. Tinsley, Interim Superintendent

With a copy to: DeKalb County School District  
Exceptional Education  
1040 King Way Drive  
Lithonia, GA 30058  
Attn: Mrs. Michele Summerlin, Executive Director

5.1.2 To ESNG: ESNG  
815 Park North Boulevard  
Clarkston, Georgia 30021  
Attn: NIC Site Manager

**Section 6. Additional Terms**

- 6.1 **Governing Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. The exclusive venue for any action arising out of or related to this Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia.
- 6.2 **Headings.** The headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- 6.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding upon all the Parties. A scanned or faxed copy of this Agreement shall be deemed an original.

**IN WITNESS THEREOF**, the Parties have executed this Agreement, intending to be bound as of the Effective Date set forth above.

**DeKalb County School District**

By: \_\_\_\_\_  
Dr. Vasanne S. Tinsley, Interim Superintendent

Date: \_\_\_\_\_

**Easter Seals North Georgia**

DocuSigned by:  
*Donna Davidson*  
By: \_\_\_\_\_  
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Ms. Donna Davidson, President/CEO

11/14/2022 | 7:24 AM PST  
Date: \_\_\_\_\_

# **Exhibit A**

**Contract Agreement**  
Between  
**DeKalb County School District**  
and  
**Easter Seals North Georgia, Inc.**

This Contract Agreement is made by and between DeKalb County School District, a political subdivision of the State of Georgia under the management and control of the DeKalb County Board of Education, (“DCSD”) and Community Development Institute Head Start, a non-profit corporation organized and existing under the laws of the State of Georgia (“ESNG”) DCSD and ESNG are jointly referred to as the “Parties”, and individually as a “Party”.

**Section 1. Purpose**

- 1.1 This Contract Agreement incorporates the present intent of the Parties to participate in a collaborative effort to expand the inclusion opportunities for special needs preschool-aged students in the DCSD attendance zone.
- 1.2 Students aged three to four years old will be considered for the “ICE Babies” program and will be aligned with the current Project ICE initiative in DCSD schools. **The ICE acronym represents Instruction, Collaboration, and Environment.**
- 1.3 Each year the Parties may implement strategies that can ensure the best for children and families in the Parties’ programs.
- 1.4 Operational Strategies for this collaboration will include the following:
  - Sharing plans for students with parent consent;
  - Sharing training materials, seminars, and workshops;
  - Sharing recruitment materials and referral forms;
  - DCSD holding committee membership on Education & Health Advisory Council;
  - Planning and engaging in joint orientation training;
  - Inviting DCSD personnel to visit classrooms at ESNG locations;
  - ESNG locations serving as sites for DCSD’s Individualized Educational Program (“IEP”) staffing committees;
  - DCSD providing technical assistance or training on assessment or other areas of need;
  - Participating in joint transitional planning for children.

**Section 2. DCSD Responsibilities and Rights**

- 2.1 DCSD will provide a full-time, fully certified, special education teacher to each class within the DCSD attendance zone. In addition, DCSD will place up to six students with special needs in each designated class. The children placed in the designated classes will be considered dually enrolled in both programs. The DCSD attendance zone, as discussed above, include the following ESNG centers:

- **Clarkston Head Start**, 815 Park North Blvd., Clarkston, GA 30021
- **Lawrenceville Head Start**, 3549 Lawrenceville Hwy., Tucker, GA 30084
- **Hambrick Head Start**, 777 Hambrick Road, Stone Mountain, GA 30083

- 2.2 The Preschool Diagnostics program within DCSD will conduct screenings, evaluations, and/or observations in order to determine eligibility for special education services based on federal and state guidelines. After eligibility is determined, appropriate services will be recommended through an IEP meeting.
- 2.3 Co-taught services at the ESNG Program are one option that may be considered for some three –year-old students, four-year-old students and five-year-old students. Students entering the program must meet the age requirement **before** September 1<sup>st</sup> to attend a Head Start Program.
- 2.4 If community-based services are determined the least restrictive environment by the IEP team for any student already enrolled in the Head Start program, DCSD staff will provide those services at the Head Start location in the student’s natural classroom to the maximum extent appropriate for addressing goals and objectives. In addition to supporting the DCSD teachers and students, DCSD Preschool Special Education staff will provide staff development, consultation, and educational support to parents and ESNG staff.
- 2.5 DCSD will provide a substitute teacher in the event the DCSD teacher is absent. The substitute will cover the class providing the substitute has a cleared background check with the Georgia Department of Early Care and Learning.
- 2.6 DCSD will provide each student with disabilities all related services as specified in the IEP.
- 2.7 DCSD will select the teacher that will work at the ESNG locations under the Contract Agreement. Any ICE teacher selected by DCSD must pass applicable background checks required by DCSD of all DCSD employees in accordance with DeKalb County Board of Education policy GAK(1) and state or local laws. DCSD has the sole authority to remove any teachers placed at a ESNG location. ESNG does not have the authority to remove any teachers placed at a ESNG location. ESNG shall advise DCSD of any teacher who it believes has violated any ESNG policy or procedure and/or the direction/instruction of any ESNG staff.
- 2.8 DCSD teachers will comply with GA Bright from the Start childcare licensing requirements for background checks and onsite personnel file requirements.
- 2.9 Complaints involving incident(s) that involve both DCSD and ESNG staff, shall be addressed following DCSD policies and procedures and ESNG policies and procedures. In the event of a conflict between DCSD policies and procedures and ESNG policies and procedures, DCSD policies and procedures shall govern. DCSD employees, who are under the supervision of the ESNG location manager, shall be subject to the ESNG standards of

conduct and follow the direction of ESNG supervisory/management staff, to the extent that such standards and direction do not violate any policy, rule, or regulation of DCSD.

- 2.10 DCSD teachers will be based out of their assigned Head Start center. The Preschool Special Education (“PSE”) Coordinator will provide overall supervision and evaluation of the teachers.
- 2.11 DCSD will offer transportation to all students with disabilities enrolled in the ICE Babies program, as arranged exclusively between DCSD and parents.
- 2.12 DCSD students and teachers will follow DCSD calendar. DCSD students will be supported by DCSD staff based on instructional days as outlined on the DCSD calendar.

**Section 3. ESNG Responsibilities and Rights**

- 3.1 ESNG will provide a general education Teacher and an Assistant Teacher to each designated class.
- 3.2 ESNG or its partners will provide materials and furniture that would be considered standard classroom equipment.
- 3.3 ESNG or its partners will provide all meals and snacks including any special dietary needs of students with disabilities.
- 3.4 ESNG will ensure that two ESNG staff are assigned in each ESNG classroom.
- 3.5 ESNG will ensure that any DCSD teachers receive the same breaks and trainings received by ESNG teachers and staff.
- 3.6 ESNG may recommend that parents participate in the evaluation process for preschool aged children offered by DCSD. ESNG will complete the following for the children being referred to Preschool Diagnostics:
  - 3.6.1 Obtain authorization to release information to ensure confidentiality.
  - 3.6.2 Screen all children within the first 45 days of enrollment and initiate the referral process for those suspected to be in need of special education and related services.
  - 3.6.3 Obtain permission for DCSD staff to observe ESNG students.
  - 3.6.4 Administer screening instruments when appropriate.
- 3.7 ESNG Program provides a facility for delivery of direct services or assessment upon request, whenever possible. ESNG Program will also provide priority placement where appropriate for preschoolers with disabilities identified throughout the school year. Both parties agree to follow the written referral procedure.
- 3.8 ESNG will permit DCSD staff to bring reasonable food items with them into the ESNG classrooms consistent with ESNG guidelines.

**Section 4. Mutual Responsibilities and Program Information**

- 4.1 DCSD and ESNG will collaborate at least once annually to determine appropriate locations for ICE Babies classes. These determinations will be based on factors such as ESNG space availability as well as DCSD student needs related to home schools.
- 4.2 DCSD and ESNG administrative staff will maintain ongoing collaboration in order to address any concerns as they arise.
- 4.3 The DCSD teacher, ESNG Lead Teacher, and ESNG Assistant Teacher will have shared planning time after the students leave for the program day.
- 4.4 Classes will have one DCSD Special Education Teacher, one ESNG Teacher, and one ESNG Assistant Teacher. If either Party changes the teachers assigned to a ESNG classroom, the Party making the change will notify the other Party of the change.
- 4.5 DCSD and ESNG teachers will collaborate together and jointly share all duties and responsibilities associated with educating all students and maintaining the classroom.
- 4.6 If a student has an IEP, the IEP will provide direction to both Parties regarding treatment and instruction of the student. If removal from the Head Start program is being considered during an IEP meeting, a member of the Disabilities Team from ESNG will be invited to the IEP meeting. In instances where there is a conflict between a student's IEP and Georgia Bright from the Start guidelines, the IEP will control.
- 4.7 Students will be dually enrolled in both programs. Students will be listed as community students for the DCSD program.
- 4.8 Classes will be supported by the PSE Community Teacher for Special Education, Lead Teacher for Special Education ("LTSE") and the Content Area Program Specialist.
- 4.9 Both the DCSD teacher and the ESNG Teacher will attend parent meetings, including IEP and Head Start meetings, for each child in the class.
- 4.10 Classes will follow the Creative Curriculum for Preschool published by Teaching Strategies.
- 4.11 All curriculum activities will be aligned with the Georgia Early Learning and Development Standards ("GELDS").
- 4.12 Classes will follow the assessment program of the assigned ESNG center and class.
- 4.13 All children enrolled in the ICE Babies program will participate in in-house field trips with their assigned class.
- 4.14 Program times will be:

4.14.1 Three- and four-year-olds: 8:00 a.m.–2:30 p.m. (or the same as the center’s hours of operation)

4.14.2 The IEP program for three-year-olds will be written from 9:00 a.m. through 1:00 p.m. In order for the students to benefit from the Head Start programs, they need to attend the program for the full day. Special Education instruction will end at 1:00 p.m. The ESNG program will continue from 1:00 p.m.-2:30 p.m. This includes nap and play time. The Special Education Teacher may or may not be present during this time. He/she may be required to provide community instruction to a community student at another location.

**Section 5. Miscellaneous**

5.1 Either Party may request the amendment of this Contract Agreement. Any changes, modifications, revisions or amendments to this Contract Agreement, which are mutually agreed upon by and between the Parties, will be incorporated by written instrument, and made effective when signed by both parties.

5.2 It is the policy of the DeKalb County School District and ESNG not to discriminate on the basis of race, color, sex, sexual orientation, gender identity or expression, genetic information, religion, national origin, age, or disability in any employment practice, educational program, or any other program, activity, or service.

5.3 This Contract Agreement may be executed in counterparts, each of which will be deemed an original, and all counterparts so executed will constitute one Contract Agreement between the Parties. A photocopy faxed or scanned copy of this Agreement shall be deemed an original.

**Section 6. Effect**

6.1 **IN WITNESS THEREOF**, the Parties have executed this Agreement, intending to state the general understanding of the Parties.

**DeKalb County School District**

**Easter Seals North Georgia**

By: \_\_\_\_\_

DocuSigned by:  
*Donna Davidson*  
By: \_\_\_\_\_  
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Dr. Vasanne S. Tinsley, Interim Superintendent

Donna Davidson, President/CEO

Date: \_\_\_\_\_

11/14/2022 | 7:24 AM PST  
Date: \_\_\_\_\_