

COOPERATIVE AGREEMENT

THE SCHOOL BOARD OF PALM BEACH COUNTY AND

(Agency)

This Cooperative Agreement ("Agreement") is made and entered into this ____ day of _____, by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the "Board" and _____, hereinafter referred to as the "Agency". The Board and the Agency will be collectively known as the "Parties".

WHEREAS the Board and the Agency both desire to establish and implement educational programs for eligible exceptional students ages three through five; and

WHEREAS both Parties wish to comply with all established laws, rules, and regulations for such special education programs. Therefore, in consideration of the mutual promises contained herein, the Parties agree as follows:

A. The Board agrees to:

1. Adhere to Board Special Programs and Procedures in the screening, evaluation, determination of eligibility, and placement of students served in the Agency's Exceptional Student Education Program;
2. Provide speech/language services to students as specified in the Individual Education Plan (IEP) who are Dually Enrolled Children (children receiving services in a child care facility as well as a public school);
3. Collect 100% of the generated FTE (Full-Time Equivalent) as allocated by the Florida Department of Education for services to students eligible under the Exceptional Student Education (ESE) programs;
4. Receive Medicaid reimbursement for all Medicaid eligible students or contract with private providers to provide service and collect Medicaid on eligible students. The Board will pay for other eligible students;
5. Provide for transportation in accordance with established Board guidelines for those eligible children who receive Exceptional Student Education services in settings other than the Agency as per the child's IEP;
6. Ensure participation of the Agency in the transition process for children moving to kindergarten;
7. Consult, monitor and evaluate the contract services provided to the Agency; and
8. Invite a representative from the Agency to attend all scheduled meetings regarding students from the Agency.

E. The Agency agrees to:

1. Refer children to Child Find for determination of eligibility for special education services and provide results of all previously required screenings to the Board;
2. Provide an appropriate classroom facility and secular educational environment;
3. Provide appropriate assessment/testing and small group therapy areas with child-sized furnishings;
4. Participate in the transition process established by the Board to ensure smooth movement from prekindergarten to kindergarten for children receiving Exceptional Student Education services;
5. Be in compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA");
6. Be subjected to all Board policies and state and federal laws relating to student records confidentiality. By signing this Agreement, the Agency acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all state and federal laws relating to the confidentiality of student records. The Agency will execute the Addendum Concerning Student Information, which is attached hereto and incorporated herein by this reference;
7. Acknowledge that all contract personnel (vendors, individuals, or entities) under contract with the Board who are permitted access on school grounds when students are present, who will have direct contact with any student of the Palm Beach County School District, or who will have access to or control of school funds, must be fingerprinted and background checked. The Agency agrees to ensure that such contractual personnel or employees undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the Palm Beach County School District's Police Department, at the sole cost of the Agency. The Agency shall not begin providing services contemplated by this Agreement until the Agency receives notice of clearance by the Board. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of the Agency (or discontinuation of the Agency's services) on the basis of these compliance obligations. The Agency agrees that neither the Agency, nor any employee, agent or representative of the Agency who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes will be employed in the performance of this Agreement, and

8. Provide proof of insurance of the Agency to the Board by Certificate of Insurance. THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE.

All insurance must be issued by a company or companies approved by the Board. Certificates of Insurance meeting the specific required provisions specified within this Agreement shall be forwarded with the Agreement, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded prior to the policy renewal date. Thirty days written notice must be provided to the Board, via certified mail in the event of cancellation. **WORKER'S COMPENSATION:** The Agency must comply with Chapter 440, Florida Statutes, Worker's Compensation and Employees' Liability Insurance with minimum statutory limits. **COMPREHENSIVE GENERAL LIABILITY:** The Agency shall procure and maintain, for life of this Agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, or property damage that could form policy. The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability. **BUSINESS AUTOMOBILE LIABILITY:** The Agency shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. This insurance must be an "Occurrence Form" policy. In the event that the Agency does not own any vehicles, the Board will accept hired and non-owned coverage in the amounts listed above. In addition, an affidavit signed by the Agency shall indicate the following: that the Agency does not own any vehicles. In the event that the Agency acquires any vehicles throughout the term of the Agreement, the Agency agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of acquisition.

C. Both parties agree to the following:

***No fees or payments are due by either party pursuant to this Agreement.**

D. In the event the Agency is a non-governmental agency the following language applies:

The Agency shall, in addition to any other obligation, indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Agency, or anyone directly or indirectly employed by it, or anyone for whose acts it may be liable in the performance of the work; or violation of law, statute, ordinance governmental administration order, rule or regulation in the performance of the work. The indemnification obligation hereunder shall not be limited to any limitation in the amount, type of damages, compensation of benefits payable by or for the Agency under workers' compensation acts; disability acts, other employee benefit acts or any statutory bar. The Agency recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the Board in support of this indemnification accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

In the event this contract is between two governmental agencies the following language applies:

The Parties recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, to the extent and limits provided by law, said governmental entities subject to the limits provided in section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the governmental entities have under said statute. Each party covenants to maintain sufficient professional general liability and worker's compensation coverage, unless self-injured, regarding its respective liability, throughout the term of Agreement.

In the event that any part, term, or provision of this Agreement is by a court of competent jurisdiction found to be illegal, unenforceable, or in direct conflict with federal, state, or local laws, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the party shall be construed and enforced as if this Agreement did not contain a particular part, term, or provision held to be so invalid.

This Agreement shall be amended or modified only in writing and executed by both Parties. This Agreement may be terminated by either party upon written notice of thirty (30) days to the other party. If either party terminates for convenience herein it shall not be liable for breach of contract, lost profits, or other such damages whether consequential or inconsequential.

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. Each party shall bear the cost of its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. This Agreement shall not be assigned without the prior written consent of the non-assigning party.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written. This Agreement shall cover the school year commencing _____, through

(Name of Agency)

**The School Board of
Palm Beach County, Florida**

(Duly Authorized Administrator)

Arthur C. Johnson, Ph.D., Superintendent

Date

Date

**REVIEWED AND APPROVED AS TO
LEGAL FORM AND SUFFICIENCY**

BY ATTORNEY: _____