

COOPERATIVE AGREEMENT

THE SCHOOL BOARD OF PALM BEACH COUNTY AND THE COALITION FOR INDEPENDENT LIVING OPTIONS, INC.

The Agreement dated this 18th of May 2005, by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the "Board" and The Coalition for Independent Living Options, Inc. hereinafter referred to as the "Contracting Institution". This agreement shall commence on June 6, 2005 and end on July 30, 2005.

WHEREAS, the Board and the Contracting Institution both agree to establish and implement a modified extended school year (ESY) educational program for identified students with disabilities who have been recommended for ESY and are enrolled in the contracting institution's program.

WHEREAS, both parties agree to conform to all established laws, rules and regulations for such Exceptional Student Education Programs.

WHEREAS, the Board and the Contracting Institution agree to provide in-kind services in order to implement an ESY program at The Coalition for Independent Living Options, Inc.

TERM

The parties agree that the term of this contract will run from June 6, 2005 to July 30, 2005.

The Board agrees to:

1. Provide the services below pending funding ability and its ability to hire qualified teaching and related service staff.
2. Screen and hire certified staff, based on the number of eligible enrolled students, to provide a modified academic instruction and related services program needed to implement the students' IEPs.
3. Adhere to Board approved Special Programs and Procedures in the determination of eligibility and placement of students served in the ESY programs located at the contracting institution's facility.
4. Refer any complaints or grievances regarding the provision of Exceptional Student Education (ESE) services, which are brought to the attention of the Board, to the Agency immediately for proper action by the contracting institution.
5. Assign liaison staff to the contracting institution to visit, consult, monitor, evaluate and serve as the LEA for the program for compliance issues and adherence to the Board's policies, as well as State and Federal mandates and regulations. This process will be conducted in a manner consistent with professional standards and practices.

6. Reserve the right to give direction to the contracting institution on the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per each students' Individual Education Plan (IEP) and/or the census of students at the site.
7. Provide textbooks to the contracting institution.
8. Be responsible for implementing the educational program as indicated by the eligible student's extended school year objectives.
9. Be responsible for program and placement monitoring.

The Contracting Institution agrees to:

1. Adhere to the policies as specified in the Special Programs and Procedures document.
2. Adhere to the procedures outlined in the Board's Pupil Progression Plan document.
3. Provide a classroom facility and educational environment, which will allow for the successful implementation of the students' IEPs. This would include providing necessary supplies for the students.
4. Fulfill all the requirements as noted on the list of assurances of the Board.
5. Provide transportation and food services, as needed, in accordance with the policy of the Contracting Institution.
6. Provide list of students enrolled in the program to the Board liaison by May 20, 2005.
7. Maintain the confidentiality of student records pursuant to federal and state law.
8. Abide by all local, State and Federal laws rules and regulations in the provision services to eligible students.
9. Comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act ("IDEA").
10. Indemnify and hold harmless the Board, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), cost arising out of any actual or alleged injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, 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 Contracting Institution, or their subcontractor, or anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or liens, claims or actions made by the Contracting Institution or any subcontractor or

by or for the Contracting Institution, of any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorneys' fees, incurred by the Board to enforce this agreement shall be borne by the Contracting Institution, the Contracting Institution recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the Board in support of this indemnification in accordance with the laws of the State of Florida, this article will survive the termination of the Agreement.

11. Provide proof of the following insurance 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. Certificate 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 Contracting Institution must comply with FSS 440, Worker's Compensation and Employees' Liability Insurance with minimum statutory limits. COMPREHENSIVE GENERAL LIABILITY: The Contracting Institution 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 Contracting Institution 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 Contracting Institution 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 Contracting Institution shall indicate the following that the Contracting Institution does not own any vehicles. In the event that the Contracting Institution acquires any vehicles throughout the term of the Agreement, the Contracting Institution agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of acquisition.

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. If either party terminates for convenience herein it should not be liable for breach of contract, lost profits, or other such damage whether consequential or inconsequential.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written. This Agreement shall cover the period from June 6, 2005, through July 30, 2005.

**The Coalition for Independent
Living Options, Inc.**

Shelly Gottsagen
Shelly Gottsagen
Executive Director

March 21, 2005
Date

**For the School Board of Palm
Beach County**

Thomas E. Lynch
Chairman

Dr. Arthur Johnson
Superintendent

**Reviewed and Approved as to
Legal Form and Sufficiency**

By Attorney

SAC [Signature] 3/14/05

COOPERATIVE AGREEMENT

THE SCHOOL BOARD OF PALM BEACH COUNTY AND THE JEWISH COMMUNITY CENTER OF THE GREATER PALM BEACHES

The Agreement dated this 18th of May 2005, by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the "Board" and The Jewish Community Center of the Greater Palm Beaches, hereinafter referred to as the "Contracting Institution". This agreement shall commence on June 6, 2005 and end on July 30, 2005.

WHEREAS, the Board and the Contracting Institution both agree to establish and implement a modified extended school year (ESY) educational program for identified students with disabilities who have been recommended for ESY and are enrolled in the contracting institution's programs.

WHEREAS, both parties agree to conform to all established laws, rules and regulations for such Exceptional Student Education Programs.

WHEREAS, the Board and the Contracting Institution agree to provide in-kind services in order to implement an ESY program at The Jewish Community Center of the Greater Palm Beaches.

TERM

The parties agree that the term of this contract will run from June 6, 2005 to July 30, 2005.

The Board agrees to:

1. Provide the services below pending funding ability and its ability to hire qualified teaching and related service staff.
2. Screen and hire certified staff, based on the number of eligible enrolled students, to provide a modified academic instruction and related services program needed to implement the students' IEPs.
3. Adhere to Board approved Special Programs and Procedures in the determination of eligibility and placement of students served in the ESY programs located at the contracting institution's facility.
4. Refer any complaints or grievances regarding the provision of Exceptional Student Education (ESE) services which are brought to the attention of the Board, to the Agency immediately for proper action by the contracting institution.
5. Assign liaison staff to the contracting institution to visit, consult, monitor, evaluate and serve as the LEA for the program for compliance issues and adherence to the Board's policies, as well as State and Federal mandates and regulations. This process will be conducted in a manner consistent with professional standards and practices.

6. Reserve the right to give direction to the contracting institution on the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per each students' Individual Education Plan (IEP) and/or the census of students at the site.
7. Provide textbooks to the contracting institution.
8. Be responsible for implementing the educational program as indicated by the eligible student's extended school year objectives.
9. Be responsible for program and placement monitoring.

The Contracting Institution agrees to:

1. Adhere to the policies as specified in the Special Programs and Procedures document.
2. Adhere to the procedures outlined in the Board's Pupil Progression Plan document.
3. Provide a classroom facility and educational environment, which will allow for the successful implementation of the students' IEPs. This would include providing necessary supplies for the students.
4. Fulfill all the requirements as noted on the list of assurances of the Board.
5. Provide transportation and food services, as needed, in accordance with the policy of the Contracting Institution.
6. Provide list of students enrolled in the program to the Board liaison by May 20, 2005.
7. Maintain the confidentiality of student records pursuant to federal and state law.
8. Abide by all local, State and Federal laws rules and regulations in the provision services to eligible students.
9. Comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act ("IDEA").
10. Indemnify and hold harmless the Board, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), cost arising out of any actual or alleged injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, 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 Contracting Institution, or their subcontractor, or anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or liens, claims or actions made by the Contracting Institution or any subcontractor or

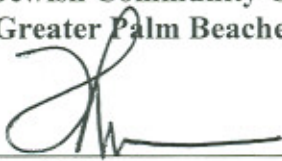
other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Contracting Institution, of any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorneys' fees, incurred by the Board to enforce this agreement shall be borne by the Contracting Institution, the Contracting Institution recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the Board in support of this indemnification in accordance with the laws of the State of Florida, this article will survive the termination of the Agreement.

11. Provide proof of the following insurance 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 School Board. Certificate 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, Florida, via certified mail in the event of cancellation. WORKER'S COMPENSATION: The Contracting Agency must comply with FSS 440, Worker's Compensation and Employees' Liability Insurance with minimum statutory limits. COMPREHENSIVE GENERAL LIABILITY: The Contracting Institution 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 Contracting Institution 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 Contracting Institution does not own any vehicles, the School Board will accept hired and non-owned coverage in the amounts listed above. In addition, an affidavit signed by the Contracting Institution shall indicate the following that the Contracting Institution does not own any vehicles. In the event that the Contracting Institution acquires any vehicles throughout the term of the Agreement, the Contracting Institution agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of acquisition.

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. If either party terminates for convenience herein it should not be liable for breach of contract, lost profits, or other such damage whether consequential or inconsequential.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written. This Agreement shall cover the period from June 6, 2005 through July 30, 2005.

**The Jewish Community Center Of
The Greater Palm Beaches**



Thomas Marion
Executive Director

**For the School Board of Palm
Beach County**

Thomas E. Lynch
Chairman

Date 3/25/05

Dr. Arthur Johnson
Superintendent

**Reviewed and Approved as to
Legal Form and Sufficiency**

By Attorney  3/24/05

COOPERATIVE AGREEMENT

THE SCHOOL BOARD OF PALM BEACH COUNTY AND THE ADOLPH AND ROSE LEVIS JEWISH COMMUNITY CENTER

The Agreement dated this 18th of May 2005, by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the "Board" and The Adolph and Rose Levis Jewish Community Center hereinafter referred to as the "Contracting Institution". This agreement shall commence on June 6, 2005 and end on July 30, 2005.

WHEREAS, the Board and the Contracting Institution both agree to establish and implement a modified extended school year (ESY) educational program for identified students with disabilities who have been recommended for ESY and are enrolled in the contracting institution's program.

WHEREAS, both parties agree to conform to all established laws, rules and regulations for such Exceptional Student Education Programs.

WHEREAS, the Board and the Contracting Institution agree to provide in-kind services in order to implement an ESY program at The Adolph & Rose Levis Jewish Community Center.

TERM

The parties agree that the term of this contract will run from June 6, 2005 to July 30, 2005.

The Board agrees to:

1. Provide the services below pending funding ability and its ability to hire qualified teaching and related service staff.
2. Screen and hire certified staff, based on the number of eligible enrolled students, to provide a modified academic instruction and related services program needed to implement the students' IEPs.
3. Adhere to Board approved Special Programs and Procedures in the determination of eligibility and placement of students served in the ESY programs located at the contracting institution's facility.
4. Refer any complaints or grievances regarding the provision of Exceptional Student Education (ESE) services, which are brought to the attention of the Board, to the Agency immediately for proper action by the contracting institution.
5. Assign liaison staff to the contracting institution to visit, consult, monitor, evaluate and serve as the LEA for the program for compliance issues and adherence to the Board's policies, as well as State and Federal mandates and regulations. This process will be conducted in a manner consistent with professional standards and practices.

6. Reserve the right to give direction to the contracting institution on the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per each student's Individual Education Plan (IEP) and/or the census of students at the site.
7. Provide textbooks to the contracting institution.
8. Be responsible for implementing the educational program as indicated by the eligible student's extended school year objectives.
9. Be responsible for program and placement monitoring.

The Contracting Institution agrees to:

1. Adhere to the policies as specified in the Special Programs and Procedures document.
2. Adhere to the procedures outlined in the Board's Pupil Progression Plan document.
3. Provide a classroom facility and educational environment, which will allow for the successful implementation of the students' IEPs. This would include providing necessary supplies for the students.
4. Fulfill all the requirements as noted on the list of assurances of the Board.
5. Provide transportation and food services, as needed, in accordance with the policy of the Contracting Institution.
6. Provide list of students enrolled in the program to the Board liaison by May 20, 2005
7. Maintain the confidentiality of student records pursuant to federal and state law.
8. Abide by all local, State and Federal laws rules and regulations in the provision services to eligible students.
9. Comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act ("IDEA").
10. Indemnify and hold harmless the Board, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), cost arising out of any actual or alleged injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, 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 Contracting Institution, or their subcontractor, or anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or liens, claims or actions made by the Contracting Institution or any subcontractor or

other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Contracting Institution, of any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorneys' fees, incurred by the Board to enforce this agreement shall be borne by the Contracting Institution, the Contracting Institution recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the Board in support of this indemnification in accordance with the laws of the State of Florida, this article will survive the termination of the Agreement.

11. Provide proof of the following insurance 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. Certificate 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 Contracting Institution must comply with FSS 440, Worker's Compensation and Employees' Liability Insurance with minimum statutory limits. COMPREHENSIVE GENERAL LIABILITY: The Contracting Institution 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 Contracting Institution 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 Contracting Institution 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 Contracting Institution shall indicate the following that the Contracting Institution does not own any vehicles. In the event that the Contracting Institution acquires any vehicles throughout the term of the Agreement, the Contracting Institution agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of acquisition.

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. If either party terminates for convenience herein it should not be liable for breach of contract, lost profits, or other such damage whether consequential or inconsequential.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written. This Agreement shall cover the period from June 6, 2005, through July 30, 2005.

**The Adolph and Rose Levis Jewish
Community Center**



Allan Just
Executive Director


Date

**For the School Board of Palm
Beach County**

Thomas E. Lynch
Chairman

Dr. Arthur Johnson
Superintendent

**Reviewed and Approved as to
Legal Form and Sufficiency**

By Attorney  3/14/05