

COOPERATIVE AGREEMENT
THE SCHOOL BOARD OF PALM BEACH COUNTY
AND
EASTER SEALS FLORIDA

This Agreement is between the School Board of Palm Beach County and Easter Seals Florida. This contract is made and entered into this 1st day of July 2005, by and between the School Board of Palm Beach County, Florida, hereinafter referred to as the "Board" and Easter Seals Florida, hereinafter referred to as the "Agency".

WHEREAS the Board and the Agency both desire to establish and implement educational programs for eligible exceptional children ages birth through kindergarten entry age, and;

WHEREAS both parties wish to comply with all established laws, rules, and regulations for such exceptional student education programs.

The Board agrees to:

1. Adhere to Board Special Programs and Procedures in the determination of eligibility, and placement of twenty-one (21) children birth through two served in the Agency Exceptional Student Education Program who exhibit significant global developmental delays in a minimum of two developmental areas.
2. Adhere to Board Special Programs and Procedures in the screening, evaluation, determination of eligibility, and placement of a maximum of nine (9) children, ages three through five years of age, served in the Agency Exceptional Student Education Program whose IEP must reflect a need for full day functional VE or severe/profound classroom services.
3. Reimburse the Agency a total of \$300,000.00 for the fiscal year. Ten payments of \$30,000.00 will be made to the Agency for the months of August 2005 through May 2006. The monthly payments will be made upon receipt of attendance to document a minimum of 27 children registered and in attendance. In the event the monthly attendance falls below 27 children, the payment will be reduced by \$500.00 per child under 27 for that month. Services for children three to kindergarten entry age will be provided on the District calendar, with Extended School Year as determined by the Board. Children birth through two will be served on a 228 day calendar.
4. Refer any complaints or grievances, which are brought to the attention of the Board to the Agency immediately for proper action by the Agency.
5. Assign staff to: (a) visit, consult, monitor and evaluate, during the months of September 2005 and April 2006, the Agency program quality and standard for children with disabilities using the Infant Toddler Environment Rating Scale

(ITERS) for children 0 to 3 and the Early Childhood Environment Rating Scale (ECERS) for children 3 to 5 to ensure that they are provided a high quality educational environment; (b) conduct annual IEP/IFSP reviews and oversee other service plan related issues; and (c) provide Visually Impaired, Deaf and Hard of Hearing and/or Orientation and Mobility Training services to children who are designated to receive them according to their service plans.

6. Reserve the right to give direction to the Agency on the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the students' IFSP, IEP, and/or the census of students at the site.
7. Provide psychoeducational and/or speech language reevaluation as recommended for ESE children currently served by the Agency.

The Agency agrees to:

1. Represent and warrant that it shall perform its services in accordance with any and all applicable federal, state and local laws or ordinances regarding the operation, licensure, and regulatory compliance of providing educational and therapeutic services, including credentialing of all clinical personnel providing services and/or employed therein. Represent and warrant that all agency partners, joint venturers, employees, subcontractors, and/or consultants shall provide its services and/or conduct its activities in accordance with any and all applicable federal, state and local laws or ordinances.
2. Employ a minimum of one teacher holding in-field Florida certification to provide scheduled, direct, in class, educational intervention as indicated on the IEP and to provide technical assistance to lead classroom teachers.
3. Employ lead classroom instructional staff per classroom with a minimum of an active national CDA credential.
4. Release selected classroom staff for ESE inservice training necessary for implementation of effective teaching strategies and assessment procedures. Training will also include compliance with School Board, State and Federal policies and regulations.
5. Provide for speech language, occupational, physical therapists and classroom staff to attend IFSP/IEP meetings.
6. Secure the appropriate registration information including current immunization records, birth certificate, school physical and proof of residency.
7. Maintain appropriate childcare center license.
8. Achieve a score of 4 using the Infant Toddler Environment Rating Scale (ITERS) for children 0-3, Early Childhood Environment Rating Scale (ECERS) for

children 3-5 as appropriate. Document remediation of specified activities based on ITERS/ECERS evaluation within ninety (90) days.

9. Complete ongoing in class assessment as determined by the Palm Beach County School District, to document developmental progress of children.

10. Maintain an adult child ratio as follows:

0-12 mo. 1:4

12-24 mo. 1:4

24-36 mo. 1:5

3-5 years 1:6

Volunteers do not count in this ratio.

11. Participate in articulation process for children moving from Prekindergarten to Kindergarten.

12. Proof of the following insurance will be furnished by the Agency to the School Board of Palm Beach County 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 School Board of Palm Beach County, Florida, via certified mail in the event of cancellation. **WORKER'S COMPENSATION:** The Agency must comply with FSS 440, Worker's Compensation and Employees Liability Insurance with minimum statutory limits. **COMPREHENSIVE GENERAL LIABILITY:** The Agency shall procure and maintain, for the 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 School 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.

Both parties agree to the following:

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

The Agency shall, in addition to any other obligation to indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, their 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 them, or 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 in the performance of the work; claims or actions made by the Agency or other party performing 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. Any cost or expenses, including attorney's fees incurred by the Board to enforce this agreement shall be borne by the Agency. 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. If the

School Board terminates for convenience herein it shall not be liable for breach of contract, lost profits, or other such damages whether consequential or inconsequential.

In the event of litigation between the parties, venue shall be in Palm Beach County, Florida. 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 July 1, 2005, through June 30, 2006.

For Easter Seals Florida

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

(Duly Authorized Administrator)

Thomas Lynch, Chairperson

Date

Arthur C. Johnson, Ph.D., Superintendent

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

ATTORNEY: _____

Name of Contract: Easter Seals

_____ Board Item

June 22, 2005 Board Meeting Date

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

	Comments
Consistent with School Board Policy	✓
Consistent with Florida, federal and local laws	✓

Contract Terms:

	Comments
Term (Duration of Contract)	7/1/05 - 6/30/06
Termination Clause	✓
Insurance/Liability Issues/Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	none
Confidentiality Provision	✓
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	none
Governing Law & Venue	FL PB Cty

Business Principles:

	Comments
Sound Business Principles	✓
Reasonableness of Fees	Please refer to page <u>81</u> .
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Please refer to page <u>81</u> .

Other Issues:

	Comments
Conflict of Interest Disclosures	✓
Non-Negotiable Issues	none
Miscellaneous Issues	none
Appropriate Departmental Sign-off	✓

Special Considerations:

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES NO

By: SFC [Signature] 6/21/05
Attorney (Name and Date)