

COOPERATIVE AGREEMENT

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

AND

THE COALITION FOR INDEPENDENT LIVING OPTIONS, INC.

This Cooperative Agreement ("Agreement") is made and entered into this 18th day of May 2006, 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".

WHEREAS, the Board and the Contracting Institution agree to establish and implement an extended school year (ESY) 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 and ESY program at The Coalition for Independent Living Options, Inc.

TERM

The parties agree that the term of this contract will run from June 12, 2006 to July 20, 2006.

The Board agrees to:

Provide the services below pending funding availability and its ability to hire qualified related service staff.

Screen and hire certified staff, based on the number of eligible enrolled students, to provide related services defined as Occupational Therapy (OT), Physical Therapy (PT), Speech Therapy and Language Therapy, to implement the student's IEPs.

Be responsible for providing the related services defined as Occupational Therapy (OT), Physical Therapy (PT), Speech Therapy and Language Therapy, as indicated by the eligible students' extended school year IEP.

Adhere to Board Programs and Procedures in the determination of eligibility and placement of students served in the ESY programs located at the Contracting Institution's facility.

Refer any complaints or grievances regarding the provision of Exceptional Student Education services which are brought to the attention of the Board to the Contracting Institution immediately for proper action by the Contracting Institution.

6. Assign liaison staff to the Contracting Institution to visit, consult, monitor and evaluate the Contracting Institution's program for compliance and congruency with 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.

Reserve the right to give direction to the Contracting Institution on the minimum staff to student ratio necessary to provide the appropriate delivery of related services per the student's ESY IEP and/or the census of students at the site.

8. Be responsible for program and placement monitoring.

The Contracting Institution agrees to:

Adhere to the policies as specified in the Policies and Procedures for the Provision of Specially Designed Instruction and Related Services for Exceptional Students.

2. Provide an appropriate environment which will allow for the provision of related services defined as Occupational Therapy (OT), Physical Therapy (PT), Speech Therapy and Language Therapy as identified on the students' ESY IEP.

Fulfill all the requirements as noted on the list of assurances of the Board.

Comply with state laws and administrative regulations prescribing health and safety standards applicable to the Contracting Institution and supply to the Board a copy of current certification as verification of compliance.

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").

Maintain the confidentiality of student records pursuant to federal and state law and execute the Addendum concerning student records which is attached hereto and incorporated herein as Exhibit "A".

Indemnify and hold harmless the School 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 its subcontractor, or anyone directly or indirectly employed by it, or of 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 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 workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. 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 this Agreement.

8. 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. 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. **COMPREHENSIVE GENERAL LIABILITY:** The Contracting Institution 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. The minimum limits of coverage shall be \$1,000,000 per occurrence, (Combined, Single Limit for Bodily Injury Liability and Property Damage Liability).
9. Execute the Business Associate Agreement which is attached hereto and incorporated herein as Exhibit "B" .

In the event that any part, term of provision of this Agreement is found by a court of competent jurisdiction 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 parties 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 either party terminates for convenience herein it shall not be liable for breach of contract, lost profits or other such damage, whether consequential or inconsequential.

In the event of litigation between the parties, venue shall lie in Palm Beach County, Florida. The governing law for this contract shall be Florida law. This Agreement shall not be assigned without the prior written consent of the non-assigning party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day of the year first hereinabove set forth. This Agreement shall cover the period from June ~~8~~¹², 2006 through August ~~4~~²⁰, 2006.

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July 20,

For Coalition for Independent Living Options, Inc.

Shelly DeBorja
Executive Director

3/28/06
Date

For The School Board of Palm Beach County Inc.

Thomas E. Lynch
Chairman

Arthur Johnson, Ph.D.
Superintendent

Reviewed and approved for form and legal sufficiency.

By Attorney: [Signature] 3/29/06