

## COOPERATIVE AGREEMENT

### THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

AND

### Carlton Palms Educational Center, Inc.

This Cooperative Agreement is made and entered into this 1<sup>st</sup> day of July, by and between the School Board of Palm Beach County, Florida, hereinafter referred to as the "Board," and, Carlton Palms Educational Center, Inc., hereinafter referred to as the "Contracting School".

**WHEREAS**, the Contracting School has been approved by the Board as a facility conducting programs of education, training and residential rehabilitation services for students with disabilities; and

**WHEREAS**, the parties wish to provide a special program of education, training, and residential habilitation for a student with a disability who has met the following criteria:

1. SZ is a resident of Palm Beach County, Florida, and is enrolled in the Palm Beach County school system.
2. SZ has been appropriately classified as a student with a disability by the Board in compliance with state statutes and all pertinent state and local school Board rules and criteria.
3. An individualized educational plan (IEP) has been established for this student based on assessment results, which indicate specific educational need, and such plan and needs are agreed upon by the parents of the student and Board.
4. After reviewing the IEP and educational opportunities available within the Palm Beach County school system, the Board concludes that it does not have an appropriate educational placement for the student. In an effort to collaborate with the Department of Children and Families/Developmental Services in their plan to residentially place this student, the Board's desire is to provide the educational component to his treatment plan.
5. The Board is responsible for only the educational services to the student.
6. The educational costs are for six hours of instruction for a 248 day school year, which includes the traditional 180 days and 68 days of extended school year instruction, as determined by the IEP team.

**WHEREAS**, the Board believes that the Contracting School can meet the educational needs of the student as outlined in the IEP, and as evidenced by the Contracting School, meeting the criteria for approval under Florida State Department of Education Rule 6A-6.0361(1), Contractual Arrangements with Nonpublic Schools.

**WHEREAS**, the parties wish to conform to all established laws, rules and regulations for such Exceptional Student Education Programs.

**TERM**

The parties agree that the term of this Agreement will run from July 1, 2006 through June 30, 2007, or until appropriate discharge can be planned, not to exceed June 30, 2007.

**The Board agrees to:**

1. Adhere to Board Programs and Procedures in the determination of eligibility and placement of students served in the Contracting Schools' Exceptional Student Education program.
2. Pay the Contracting School for educational costs of \$85 per day, but only for those days physically present and in attendance, subject to any mutually agreed upon rate change for 248 school days at a total cost not to exceed \$21,080.
3. This is a fixed-fee for term, non-cost based Agreement.
4. 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 School immediately for proper action by the Contracting School.
5. Assign liaison staff to the Contracting School to visit, consult, monitor and evaluate the Contracting School 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.
6. Reserve the right to give direction to the Contracting School on the minimum staff-student ratio necessary to provide the appropriate delivery of the student's IEP and/or the census of students at the site.
7. Be responsible for program and placement monitoring.
8. Recognize its responsibility for certain tortuous acts of their agents, officers, employees and invitees to the extent and 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 rights or defense that the Board has under said statute.

**The Contracting School agrees to:**

1. Accept the admittance of a student who has been classified by the Board as a student with a disability and provide an appropriate special program of education, training, and residential habilitation program to meet the student's needs.
2. Provide adequate and necessary materials and supplies for the student in the program.
3. Properly screen and hire qualified staff in accordance with assurances to the Board. New staff will register their certification with the Board Certification Office and Professional Orientation Program Office for recording documentation and accountability purposes.
4. 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 services, including credentialing of all clinical personnel providing services and/or employed therein. Contracting School represents and warrants that all Contracting School's 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.
5. Represent and warrant that its policies and protocols, its services and fee structure, and its billing for private, federal and/or state reimbursement practices shall be in strict compliance with all federal, state and local regulations.
6. Provide an appropriate classroom facility and educational environment.
7. Monitor staff-student ratios to ensure that the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the student's IEP, and/or the census of students at the site, is in effect.
8. Provide, in the judgment of the Contracting School and in keeping with proper medical practices, the medical and/or therapeutic component for student. This may include, but not be limited to, psychiatric, psycho-social, psychological evaluations and other medical/therapeutic services noted in the IEP at no additional expense to the Board.
9. Fulfill all the requirements as noted on the list of assurances of the Board.
10. Under circumstances of co-funding under separate contracts with co-funding agencies, discharge of the student because of default by a co-funding agency shall not be a default of this agreement. However, the Board as described in this Agreement shall be reimbursed for all unearned tuition received by Contracting School. Prior to discharge because of a co-

funding agency's default, Contracting School will give 15 days' prior written notice to Board.

11. Submit monthly attendance reports to the Board. The attendance report must accompany the monthly voucher in order for payment to be made by the Board.
12. Submit quarterly progress and evaluation reports on the student to the Board. The form and the specific frequency of the reports shall be prescribed by the Board in writing to the Contracting School. A summary evaluation of the student's progress shall be submitted to the Board within a reasonable period of time prior to renewal of the Agreement and must not exceed the annual IEP review date.
13. Initiate and conduct meetings to review and revise the students IEP. The Board representatives and the parent must be involved in any decision about the student's IEP and agree to any proposed changes in the plan before those changes are implemented. Although the Contracting School is responsible for implementing the student's educational plan, the responsibility for compliance with the Florida Department of Education Rules remains with the Board.
14. Comply with state laws and administrative regulations prescribing health and safety standards applicable to the Contracting School and supply to the Board a copy of current certification as verification of compliance.
15. Indemnify and hold harmless the Board, its 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 School, 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 Carlton Palms Educational Center 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 School, of any subcontractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. The Contracting School 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 School 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.

16. Provide proof of the following insurance 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. 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 School 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.
17. 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 Improvement Education Act of 2004 ("IDEA").
18. Maintain the confidentiality of student records pursuant to federal and state law.

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 obligation 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 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. The thirty (30) day notice does not require the Board to pay the per diem rate for those days in which the student is not present and attending the program.

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.

This Contracting Institution agrees that any employee involved in the program will have been screened in accordance with the Contracting Institution's background check policy a copy of which is attached hereto and made a part hereof.

**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 July 1, 2006 through June 30, 2007.

**For Carlton Palms Educational Center, Inc. For The School Board of Palm Beach County Inc.**

  
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~~Thomas De Emidio~~ *JEFFREY D. Phillips*  
Director of Administrative Services

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Thomas E. Lynch  
Chairman

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*6/28/06*  
Date

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Arthur Johnson, Ph.D.  
Superintendent

**Reviewed and approved for form and  
legal sufficiency**

  
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