

**PRIVATE SCHOOL
STANDARD COOPERATIVE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND**

(Name of Private School)

This Cooperative Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the "Board" and _____ (name of private school), a private school located in Palm Beach County, hereinafter referred to as the "Agency".

WHEREAS, Title 20 U.S.C. § 1400, et. seq., the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA 2004"), requires that school districts set-aside funds for the provision of services to each child with a disability, as the term is defined in Title 20 U.S.C. § 1401(3), who are placed in private, including religious, schools or facilities by his or her parents and requires that school districts engage in meaningful consultation with the private schools to advise them on the use of such funds;

WHEREAS, on January 30, 2007, Exceptional Student Education ("ESE") Department staff from the Board, parents, and representatives from private schools engaged in meaningful consultation;

WHEREAS, the Board and the Agency, in compliance with IDEA 2004, both desire to establish and implement special education programs for eligible exceptional students, kindergarten through twelfth grade, who are parentally placed in private schools in Palm Beach County ; and

WHEREAS, the Board and the Agency (collectively known as the "Parties") wish to comply with all established laws, rules, and regulations for such special education programs.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

A. From the execution of this Agreement until the end of the term of this Agreement, the Board agrees to:

1. Adhere to Policies and Procedures for the Provision of Specially Designed Instruction and Related Services for Exceptional Students in the screening, evaluation, determination of eligibility, and placement of

students served in the Agency Exceptional Student Education Program.

2. Consult, monitor and evaluate the contract services provided to the Agency.
3. Invite a representative from the Agency to attend all scheduled meetings regarding students from the above named Agency.
4. Collect and maintain child count data on the number of eligible students, students evaluated, students determined to be students with disabilities and students served who are enrolled in private schools.
5. Assign, at a minimum, a liaison for private schools ("Private Schools Liaison"), psychologist, speech/language pathologist, resource teacher and clerical support, as needed to satisfy its responsibilities under this Agreement.
6. Engage in child find activities in locating, identifying, and evaluating children who attend private schools located in Palm Beach County. Child find activities can be initiated by the parents of private school students through contact with the Board's Private Schools Liaison.
7. Provide special education services to eligible students who have been parentally placed in private schools throughout Palm Beach County ("Eligible Students"). Such services may be provided on private school campuses. Services must be secular, neutral, and non-ideological (including materials and equipment).
8. Provide services during or after school hours to Eligible Students through employees of The School District of Palm Beach County separate from their contract hours or through contracts between the Board and individuals, associations, agencies, organizations or other entities.
9. Offer a Free Appropriate Public Education ("FAPE") to Eligible Students. If parents decide to continue enrollment in the private school, a Services Plan will be developed for each Eligible Student receiving services.
10. Maintain an on-going dialogue related to the implementation of this Agreement with the private schools through the Private Schools Liaison.

11. Meet annually with representatives from the private schools and parents to conduct meaningful consultation and obtain input regarding services to be provided each subsequent school year.
12. Provide annually *The Special Education Private School Survey* to private school representatives and parents.
13. Provide special education and/or related services as determined by annual meaningful consultation.
14. Serve pre-kindergarten students (ages 3-5) through the School District of Palm Beach County Child Find process.
15. Provide services according to the District's school calendar. Services missed due to conflicting schedules will not be made up.

B. The Agency agrees to:

1. Provide the Board with the names of kindergarten through twelfth grade students who are eligible for special education services.
2. Actively participate in the development of Services Plans and the three year reevaluation process for Eligible Students.
3. Refer students to the Board for determination of eligibility for special education services as part of the Board's child find activities and provide written documentation of pre-referral activities and screenings performed by the Agency, as needed.
4. Provide an appropriate classroom facility to the Board for use in providing special education services to Eligible Students.
5. Provide appropriate assessment/testing and small group therapy areas with appropriate furnishings to meet the needs of the individual providing special education service on behalf of the Board.
6. Assign private school representatives and parents to assess the quality of special education services provided to Eligible Students through completion of *The Special Education Private School Survey*.
7. Be in compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act ("IDEA").
8. Be subjected to all Board obligations relating to compliance with student records confidentiality laws. 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.

9. Provide proof of insurance of the Agency to the Board by Certificate of 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 School Board of Palm Beach County, Florida, 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.
10. 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, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs, or attorneys' fees, 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 its obligations under this Agreement; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work, or 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. 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.

C. Both Parties agree to the following:

1. *No fees or payments are due by either Party for the services rendered pursuant to this Agreement.
2. 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.
3. Pursuant to section 1012.465, Florida Statutes, contractual personnel (vendors, individuals, or entities) under contract with the Board who are permitted access on public, alternative, or charter school grounds when students are present, who have direct contact with students attending such schools or who have access to or control of school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in section 1012.32, Florida Statutes. All contractual personnel providing services as outlined in this Agreement who meet any of the conditions set forth in section 1012.465 must undergo Level 2 screening and must require that all employees and subcontractors who meet such conditions submit to Level 2 screening. Level 2 screening shall include fingerprinting by the Board's Police Department, at the sole cost of the contractual personnel. Contractual personnel shall not begin providing services contemplated by a contract with the Board until after the contractual personnel receives notice of clearance by the Board. Neither the Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of the contractual personnel (or discontinuation of the contractual personnel's services) on the basis of these compliance obligations. Neither the contract personnel, nor any employee, agent nor representative of the contract personnel 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 the services set forth herein.
4. 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 damages whether consequential or inconsequential.
5. 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 or 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 be in effect from July 1, 2007, through June 30, 2008, and shall be automatically renewed yearly for up to three years, if both parties agree.

(Name of Private School) For the School Board of Palm Beach
County, Florida

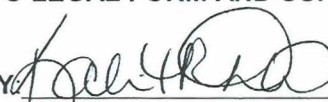
(Print Name: Duly Authorized Administrator) Arthur C. Johnson, Ph.D., Superintendent

(Signature) Date

Office or Position

REVIEWED AND APPROVED
AS TO LEGAL FORM AND SUFFICIENCY

Date

BY ATTORNEY:  3-29-07