

**COOPERATIVE AGREEMENT**  
**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**  
**AND**  
**EASTER SEALS FLORIDA, INC.**

This Cooperative Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of July 2007, by and between the School Board of Palm Beach County, Florida, hereinafter referred to as the "Board," and Easter Seals Florida, Inc., 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.

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

**I. The Board agrees to:**

1. Adhere to Board Special Programs and Procedures in the determination of eligibility, and placement of fifteen (15) 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. Serve ESE eligible children ages three through five for Extended School Year (ESY) and reimburse the agency at the rate of \$50.00 per child per day. The children ages three through five will be transitioned into public school in August 2007. The Board will reimburse Agency for July attendance a maximum of \$2750.00
3. Reimburse the Agency a total of \$150,000.00 for the fiscal year. Ten payments of \$15,000.00 will be made to the Agency for the months of August 2007 through May 2008. The monthly payments will be made upon receipt of attendance records documenting a minimum of 15 children registered and in attendance. In the event the monthly attendance falls below 15 children, the payment will be reduced by \$500.00 per child under 15 for that month. 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) monitor and evaluate in-class assessments, student records and direct instructional intervention by the certified ESE teacher; (b) conduct annual IEP/IFSP reviews and oversee other service plan related issues; (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; and (d) review with Easter Seals the results of Quality Incentive System (QIS) for Infant Toddler Environment Rating Scale (ITERS) and Early Childhood Environment Rating Scale (ECERS).

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 psycho-educational, speech language, and OT/PT reevaluation as recommended for ESE children currently served by the Agency.

**II. 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.
2. Represent and warrant that all agency partners, joint ventures, 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.
3. 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.
4. Employ lead classroom instructional staff per classroom with a minimum of an active national Child Development Associate credential.
5. Release selected classroom staff for ESE in-service training necessary for implementation of effective teaching strategies and assessment procedures. Training will also include compliance with Board and state and federal policies and regulations.
6. Provide for speech language, occupational, physical therapists and classroom staff to attend IFSP/IEP meetings.
7. Secure the appropriate registration information including current immunization records, birth certificate, school physical and proof of residency.
8. Maintain appropriate childcare center license.
9. Share the results of the QIS evaluation based on ITERS and ECERS and collaborate with QIS, Early Steps, Palm Beach County School District Department of Exceptional Student Education regarding community goals.
10. Complete ongoing in class assessment as determined by the Palm Beach County School District, to document developmental progress of children.
11. Maintain an adult child ratio as follows:

Age	Adult to Child Ratio
0-12 mo.	1:4
12-24 mo.	1:4
24-36 mo.	1:5



Volunteers are not considered in determining the Adult to Child ratio.

12. Proof of the following insurance will be furnished by the Agency 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 pursuant to this Agreement. 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 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 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 Board will accept hired and non-owned coverage in the amounts listed above. In addition, an affidavit signed by the Agency shall indicate 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.

### III. Both parties agree to the following:

1. 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, its 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 its, or 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 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.

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

4. This Agreement shall be construed in accordance with the laws of the State of Florida. 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, 2007, through June 30, 2008.

**For Easter Seals Florida**

  
(Duly Authorized Administrator)

5-7-07  
Date

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

\_\_\_\_\_  
William G. Graham, Chairperson

\_\_\_\_\_  
Arthur C. Johnson, Ph.D., Superintendent

\_\_\_\_\_  
Date

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

**BY**

**ATTORNEY:**  5/1/07