

COOPERATIVE AGREEMENT

THE SCHOOL BOARD OF PALM BEACH COUNTY AND THE HABILITATION CENTER FOR THE HANDICAPPED, INC.

The Agreement dated this 28th day of June, 2007 by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the "Board," and The Habilitation Center for the Handicapped, Inc., hereinafter referred to as the "Contracting Institution".

WHEREAS, the Board provides vocational programs for students with disabilities; and

WHEREAS, the parents of students with disabilities choose to have their child attend the program at the Contracting Institution; and

WHEREAS, the Contracting Institution has been approved by the Board as a facility conducting programs of vocational training for students with disabilities; and

WHEREAS, students from The School District of Palm Beach County successfully participated in the vocational program at the Contracting Institution during the previous year; and

WHEREAS, the parties desire to provide vocational training for students with disabilities who meet the following criteria:

1. Residents of Palm Beach County, Florida, who are currently eligible for programs serving students with disabilities.
2. Students between the ages of 18 through 22 years who have completed all of the requirements for a special diploma.
3. Students registered and in attendance at a South Area high school.
4. Students with Individual Education Plans (IEPs) that are based on the results of vocational assessment indicating specific vocational needs.
5. Students who do not demonstrate potential for immediate competitive employment.

TERM: The parties agree that the term of this contract will run from July 1, 2007 to June 30, 2008.

The Board agrees to:

1. Adhere to Board Programs and Procedures in the determination of eligibility and placement of students served in the Contracting Institution's vocational program.
2. Pay the Contracting Institution for vocational training costs at \$32.52 per day per student, with a maximum of 8 students per day, but only for those days physically present and in attendance, subject to any mutually agreed upon rate change, for 180 school days at a total cost not to exceed \$46,400.
3. Provide transportation sources for students to and from the contracting institution.
4. Refer any complaints or grievances regarding the provision of services, which are brought to the attention of the Board, to the Contracting Institution immediately for proper action by the Contracting Institution.
5. Assign liaison staff to the Contracting Institution to visit, consult, monitor and evaluate the Contracting Institution 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 ethics.
6. Give direction to the Contracting Institution on the minimum staff-student ratio necessary to provide the appropriate delivery of vocational training services per the student's Individualized Education Plan (IEP) and/or the census of students at the site.
7. Be responsible for program and placement monitoring.
8. Recognize its respective liability for certain tortious acts of their agents, officers, employees and entities 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.
9. Reserve the right to review and defend any and all claims under the due process provisions of the Individual with Disabilities Education Improvement Act of 2004 (IDEA) and shall reclaim any and all costs related to the defense of such claims.

The Contracting Institution agrees to:

1. Accept the enrollment of students who have been classified by the Board as students with disabilities and provide an appropriate vocational training program that will meet the unique and individual student's needs in accordance with each student's IEP.
2. Provide services to referred students in accordance with the Board's approved 2007-2008 school calendar.

3. Properly screen and hire qualified staff in accordance with assurances to the Board.
4. Ensure that dismissal from services as provided by this Agreement shall be by mutual agreement of the Contracting Institution and the Board. Reasons for early dismissal would include: chronic absenteeism not related to the disability; disruptive behavior which has not been corrected through structured interventions; or the student has reached age 22. When the student reaches age 22, the Contracting Institution shall assist with referral to appropriate adult agencies for continuation of services.
5. Provide adequate and necessary materials and supplies for the students in the program.
6. Provide an appropriate vocational training facility.
7. Monitor staff to student ratios to ensure that the minimum staff to student ratio necessary to provide the appropriate delivery of vocational training is in accordance with the students' IEPs relative to student to trainer ratios in effect.
8. Fulfill all the requirements as noted on the list of Assurances to the Board.
9. Allow Palm Beach County School District staff to review all records related to the vocational training service of the students at the program and abide by the staff's recommendations arising from such a review.
10. Provide monthly attendance reports to the Board. The attendance report must accompany the monthly voucher in order for payment to be made by the Board.
11. Submit progress and work evaluation reports on the students to the Board. These progress and evaluation reports shall be submitted at least quarterly. The form and the specific frequency of the reports shall be prescribed by the Board in writing to the Contracting Institution. A summary evaluation of the students' progress shall be submitted to the Board within a reasonable period of time prior to renewal of the Agreement and must not exceed the required annual IEP review date.
12. Participate in meetings to review and revise each student's IEP. The Board's representatives and the parent or designee must be involved in any decision about the student's IEP and agree to any proposed changes in the IEP before those changes are implemented.

13. 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.
14. Maintain the confidentiality of student records pursuant to federal and state law. The Contracting Institution shall execute the Addendum Concerning Student Records.
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 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 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 the Contracting Institution 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 worker's compensation acts; disability benefit 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 Contracting Institution. 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 the Agreement.
16. Provide proof of the following insurance to the Board by Certificate of Insurance. THE SCHOOL BOARD OF PALM 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 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. **WORKER'S COMPENSATION:** The Contracting Institution must comply with Chapter 440, Florida Statutes Worker's Compensation Employees' Liability Insurance with minimum statutory limits.
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 that could form policy. The minimum limits of

Coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury

17. **GOVERNING LAW AND VENUE**

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.

The Contracting Institution shall comply 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 Improvement Act of 2004 ("IDEA").

In the event that any part, term of 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 damages whether consequential or inconsequential. The thirty (30) day notice does not require the School Board of Palm Beach County to pay the per diem rate for those days in which the student is not present and attending the program.

This Agreement shall not be assigned without the prior written consent of the non-assigning party.

18. The 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 herein above set forth. This Agreement shall cover the period from July 1, 2007, through June 30, 2008.

Sign Here

**The Habilitation Center
for the Handicapped, Inc.**

**The School Board
of Palm Beach County**

Ruth Feigl

Ruth Feigl
President, Board of Directors

William G. Graham
School Board Chairman

May 7, 2007
Date

Arthur C. Johnson, Ph.D.
Superintendent

William C. Ferris
William C. Ferris, ASCW
Executive Director

May 7, 2007
Date

Reviewed and Approved as
To Legal Form and Sufficiency

By Attorney *[Signature]*

Date *4/27/07*