

**COOPERATIVE AGREEMENT BETWEEN**  
**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**  
**AND**  
**CARLTON PALMS EDUCATIONAL CENTER, 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 Carlton Palms Educational Center, Inc., hereinafter referred to as the "Contracting School." The Board and Contracting School will be collectively referred to as the "Parties."

**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 for the reasons set forth below:

1. JV is a resident of Palm Beach County, Florida, and is enrolled in the Palm Beach County school system.
2. JV has been appropriately classified as a student with a disability by agents for the Board in compliance with Florida statutes and pertinent State Board of Education Rules and Board policies and criteria.
3. An individualized educational plan (IEP) has been established for this student based on assessment results, which indicate specific educational needs, and such plan and needs are agreed upon by the parents of the student and the Board.
4. After reviewing the IEP and educational opportunities available within the Palm Beach County School District, 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/Agency for Person with Disabilities (APD) in its 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 fact that the Contracting School meets with the criteria for approval under State Board 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.

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

**I. TERM**

The Parties agree that the term of this contract will run from July 1, 2007 through June 30, 2008, or until appropriate discharge can be planned, not to exceed June 30, 2008.

**II. 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 \$86.06 per day, but only for those days physically present and in attendance, subject to any mutually agreed upon rate change for up to 248 school days at a total cost not to exceed \$21,344.00.
3. This is a fixed-fee for term, non-cost based contract.
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 tortious acts of its 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.

### **III. 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 certified staff in accordance with assurances to the Board. New staff will register their certification with the Board Certification Office and Professional Orientation Program Offices 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 the 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 monthly 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 State Board of Education Rules remains with the Board.
14. Initiate and conduct a transition IEP meeting prior to the student being discharged from the Contracting School. 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 State Board of Education remains with the Board.
15. 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.
16. 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").
17. Be subjected to all Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Contracting School 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.
18. The Contracting School is an entity under contract with this School Board who receives remuneration for services performed for the School Board, but who is not otherwise considered an employee of the School Board. The Contracting School, its employees and its subcontractors who have direct contract with students or who have access to or control of school funds must undergo Level 2 screening as described in section 1012.32, Florida Statutes. Level 2 screening consists of fingerprinting and a background check. In the event that the Level 2 screening is conducted by the Contracting School, the Contracting School agrees to provide to the School Board the following information for each of its employees or subcontractors who meet the criteria set forth in section 1012.465: 1) evidence that Contracting School, or its employee or subcontractor was required to undergo Level 2 screening pursuant to section 435.04, Florida Statutes for licensure, certification, employment, or other purposes, 2) evidence that the Contracting School, its employee or its subcontractor meets the screening standards in section 435.04, Florida Statutes, 3) evidence that the Contracting School's, its employee's or subcontractor's license or certificate, if any, is active and in good standing, 4) evidence that

Contracting School completed the criminal history check within the last 5 years (such evidence must include a copy of the fingerprinting card, the FDLE report, and the FBI background check information), and 5) a copy of the employee's or subcontractor's Affidavit of Good Moral Character.

19. Provide proof of insurance of the Contracting School 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 Contracting School must comply with Chapter 440, Florida Statutes, Worker's Compensation and Employees' Liability Insurance with minimum statutory limits. **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.
20. 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 Contracting School, 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 Contracting School 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 Contracting School under workers' compensation acts, disability 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 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.

#### IV. MISCELLANEOUS:

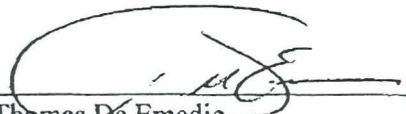
1. In the event that any part, term of provision of this Agreement is by a court of competent jurisdiction found to be illegal, unenforceable, or in direct conflict with federal, state or local laws, the validity of the remaining portions and provisions shall not be affected, and the rights and obligation 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.

2. 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.
  
3. 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 July 1, 2007, through June 30, 2008.

**For Carlton Palms Educational Center, Inc.**

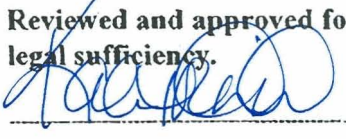
**For The School Board of Palm Beach County**

  
 \_\_\_\_\_  
 Thomas De Emedio  
 Director of Administrative Services

\_\_\_\_\_  
 William G. Graham                      Date  
 Chairman

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 Date                      6/5/07

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 Arthur C. Johnson, Ph.D.                      Date  
 Superintendent

**Reviewed and approved for form and legal sufficiency.**  
  
 \_\_\_\_\_ 6/5/07