

_____ Board Item

_____ Board Meeting Date

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

Comments

Consistent with School Board Policy	YES
Consistent with Florida, federal and local laws	YES

Contract Terms:

Comments

Term (Duration of Contract)	July 1, 2007- June 30, 2008; Please refer to Section 1.
Termination Clause	The Board may terminate the agreement without cause upon 30 days written notice to the other party; Please refer to Section 11.
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Insurance: Please refer to Section 5. Indemnification: Please refer to Section 4.
Regulatory issues	No.
Confidentiality Provision	Please refer to Section 7 and the Addendum Concerning Student Information, which is attached as Exhibit B.
Warranties	Please refer to Sections 3 and 18.
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida; Venue: Palm Beach; Please refer to Section 19.

Business Principles:

Comments

Sound Business Principles	Yes.
Reasonableness of Fees	None.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	None.

Other Issues:

Comments

Conflict of Interest Disclosures	None
Non-Negotiable Issues	No.
Miscellaneous Issues	Exhibit A and B MUST be attached.
Appropriate Departmental Sign-off	

Special Considerations: _____

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES NO

[Handwritten Signature] 7-17-07



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Request for Document Approval by Legal Services

DIRECTIONS: Allow two weeks for review and approval. DO NOT use "ASAP" for a required date. A specific due date is required. Your document may be returned for failure to complete the information below.

Date Submitted 06/26/2007 Number of Copies Submitted 1

Name of Document Cooperative Agreement with SBPBC and DATA (Kelly Center)

School/Department Submitting Alternative Education

Contact Person Alexandra Deveroux Telephone (561) 681-5903 PX 55903

Date Required 07/02/2007 (DO NOT use "ASAP" - a specific date is required)

Is this a continuation/duplication of prior document? [X] Yes [] No

If any changes, are they marked?

Is substance of document acceptable to your Assistant Superintendent or Director? [X] Yes [] No

Are permits required? [] Yes [X] No

Have required permits been obtained? [] Yes [] No [X] N/A

Do you wish to pick up document? [X] Yes [] No Pony? [] Yes [] No

Comments:

Please call 5-5911 when ready for pick-up.

9-16 Email to Nancy
7-17 Returned to Department

JUN 27 2007

Signature of Department Head or Area Executive

6/26/07 DATE

Attorney Assigned [Signature]

Date of completion by Attorney 7/17/07

**Cooperative Agreement
between
School Board of Palm Beach County
And
The Drug Abuse Treatment Association, Inc.**

This Agreement (“Agreement”), dated July 1, 2007 is by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the “School District” and Drug Abuse Treatment Association, Inc., hereinafter referred to as DATA (Kelly Center). The School District and DATA (Kelly Center) shall be collectively known hereafter as the “Parties.” The Parties agree to the following:

WHEREAS, the School District and DATA (Kelly Center) are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of youth served in the DATA (Kelly Center)’s program (“Program”).The Program will serve up to 20 substance abuse, disciplinary and truant male and female youths between the ages of 13 and 17. This Agreement is entered into under the authority of section 1003.53, Florida Statutes, and Florida Department of Education Rule 6A.1.994, Florida Administrative Code; and,

WHEREAS, DATA (Kelly Center) is located at 1041 45th Street, West Palm Beach, Florida 33407; and,

WHEREAS, the School District and DATA (Kelly Center) hereby pledge to develop and support joint program initiatives that will facilitate the effective and efficient delivery of services for youth served in the educational Program located at DATA (Kelly Center); and,

WHEREAS, the School District exercises general authority over all public education programs within the county and Agency exercises sole authority over the operation of the therapeutic Program for which the School District assumes no liability by its execution of this Agreement; and,

WHEREAS, the Parties enter into this Agreement in order to assure compliance with Florida statutes and rules including but not limited to the following:

- A. Section 1003.53, Florida Statutes, Dropout Prevention and Academic Intervention
- B. Section 1003.21, Florida Statutes, School Attendance
- C. Section 402.22, Florida Statutes, Education Program for Students for students who Reside in Residential Care Facilities Operated by the Department of Children and Families
- D. Section 1001.42, Florida Statutes, Powers and duties of District
- E. Section 1000.21, Florida Statutes, K-12 Education Codes – System-wide Definitions
- F. Section 1011.61, Florida Statutes, Florida Education Finance Programs – Definitions

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the Parties hereby agree as follows:

1. Term

The term of this Agreement shall be from July 1, 2007 through June 30, 2008. If any provisions of this Agreement are found to be in violation of local, state, or federal rule, law or regulation, this Agreement shall be changed to comply with such law, rule, or regulation.

2. Resources from the School District and Agency will be allocated based on the identified roles and responsibilities of each party. Resources from the School District will be applied solely for the provision of educational services for students enrolled in the educational Program, notwithstanding representations to the contrary in the Agency Program description.

3. Parties' Responsibilities

DATA (Kelly Center) shall:

- a) Represent and warrant it will provide adequate and age/ability-appropriate facilities ("Facilities"), including utilities and maintenance, for the educational component, which meet life safety codes in compliance with State Requirements for Educational Facilities (SREF), especially those pertaining to fire safety, storage of hazardous materials, exit marking, lighting, ventilation, evacuation, and occupancy loads. The location of Facilities must be appropriate for educational purposes. Facilities must be maintained in a state of good repair and be in compliance with the Americans with Disabilities Act requirements for students with special needs. DATA (Kelly Center) will submit to School District for Facilities inspections upon request. DATA (Kelly Center) will maintain current health and sanitation certificates and submit to annual safety and fire inspections as required under Chapter 553, Florida Statutes, for all buildings used as part of its educational Program. DATA (Kelly Center) will make modifications and repairs to the Facilities as cited in the School District Comprehensive Safety Inspection Report in a timely manner in order to comply with section 1001.44, Florida Statutes, State Requirements for Educational Facilities. Student classrooms must provide a minimum of twenty-five (25) usable square feet per pupil. Instructional personnel must be provided adequate space for desk, file cabinets, instructional materials and supplies, and secured-storage of School District –owned equipment and confidential documents, such as student tests and records. DATA (Kelly Center) will execute a total of ten (10) Emergency/Fire and Tornado Drills per the calendar year. DATA (Kelly Center) will submit a crisis response plan to the Alternative Education prior to the 1st week of the new school year.

- b) Provide open and frequent communication and planning through regularly scheduled meetings with School District staff regarding student behavior, unusual events, or obstacles incurred in meeting the mutually predetermined goals.
- c) Collaborate with School District staff to develop and implement a School Improvement Plan as may be required by the School District and Florida law.
- d) Attend or send a designee to the monthly School District Advisory Meetings.
- e) Submit reports in a timely manner as required by the School District and/or the Florida Department of Education.
- f) Provide written notification within three (3) days to the Department of Alternative Education of any student who is withdrawn from the Program for any reason. Included in this notification will be a written statement to the reason for the withdrawal and supporting documentation.
- g) Collaborate with School District administration to implement School District student discipline policies and procedures.
- h) Provide documentation that Agency's staff has been trained in School District discipline and harassment procedures.
- i) Assume responsibility and shall indemnify the School District for any negligent acts on the part of Agency's agents and/or employees.
- j) Collaborate with School District staff to install instructional software provided by the School District.
- k) Permit access to computers for instruction and the repair of non-functioning hardware and software owned by Agency in a timely manner.
- l) Comply with the State of Florida immunization requirements, as described in School District Policy. Compliance with the current schedule of immunizations is required to be admitted to school or to attend classes. A thirty-day waiver is provided for those students who are remanded by the courts to a program in Palm Beach County but whose records must be requested from another county in the State of Florida.
- m) Plan program activities so as not to impede the state requirement of delivering a minimum of 300 minutes of instruction daily provided by the School District Program.

- n) Provide the Department of Alternative Education with 3 weeks notification for off site activities during the instructional day unless mutually agreed to by both Parties.
- o) Provide at least one staff member to each teacher to assist with the behavior control in the academic areas at all times.
- p) Reimburse the School District for any lost or damaged non-consumable instructional materials, computer hardware and audio visual equipment in accordance with School District policy.
- q) The employees at DATA (Kelly Center) shall execute the Addendum Concerning Fingerprinting, which is attached hereto as Exhibit A and incorporated herein by this reference.

The School District shall:

- a) Provide an appropriate public education for students consistent with all state and federal rules, regulations, and laws that will include academic, ESOL support, special education services, and career awareness.
- b) Purchase and maintain sufficient materials, equipment, and supplies appropriate to the students' educational program.
- c) Provide instructional personnel based on average daily attendance rates.
- d) Provide the necessary resource personnel (including Exceptional Student Education and English Speaker of Other Languages) to ensure programmatic integrity, as well as compliance.
- e) Coordinate planning for and provide instructional materials, instructional computer software, supplemental materials, textbooks and print and non-print materials.

4. Indemnification

The Parties recognize their respective liability for certain tortious acts of their agents, officers, employees, and invitees, and agree to be responsible respectively for all claims, liability, losses and/or causes of action that may arise from any negligent act or omission of their agents, servants, or employees. Such liability is subject to the provisions of law including the limits included in section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity to which said governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the governmental entities have under section 768.28 or any other statute. Each party covenants to maintain sufficient professional, general liability and worker's compensation coverage, unless

self-insured, regarding its respective liability, throughout the term of this Agreement.

5. Insurance

DATA (Kelly Center) will maintain the following insurance policies during the term of this Agreement:

The Agency warrants that it is self-insured and agrees to maintain general liability insurance as required by law. The Agency further agrees to provide the School District with a copy of said insurance certificate.

6. DATA (Kelly Center) certifies that it will not be transport students as a function of the Program.

7. Student Records

Each party will protect the rights of students and clients with respect to records created, maintained, and used by public institutions. It is the intent of this Agreement to ensure that guardians and students have the right to access and the right to privacy with respect to records and reports. The Parties will strictly adhere to all applicable state and federal laws and regulations relating to rights of students or their guardians with respect to student records and reports, including but not limited to section 1002.22, Florida Statutes, State Board of Education Rule 6A-1.0955, 20 U.S.C., 1232g, and 34 C.F.R. Part 99. AGENCY shall execute the Addendum Concerning Student Records attached hereto as Exhibit B, which is incorporated herein by this reference.

8. Non-Discrimination

The Parties shall not discriminate against any employee or participant in this Program because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

9. Student Transition

Agency and the School District mutually agree to coordinate the preparation and planning for student transition from the Agency Program.

10. Modifications

This Agreement may be modified or amended only by mutual written consent of the Parties.

11. Termination

The School District reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days notice to the other party. If said Agreement should be terminated for convenience as provided herein, the School District will be relieved of all obligations under said Agreement.

In accordance with law, if any condition exists with the site or personnel, which threatens or jeopardizes the safety, health or well being of the students, this Agreement can be terminated immediately.

In the event either party terminates this Agreement, Agency shall be under no further obligations to commence, continue, or complete any undertakings or activities contemplated by the Agreement. The termination of this Agreement shall in no way affect or impair any right which has accrued to either party to the date when such termination becomes effective.

In order to facilitate an orderly transition, the Parties agree that in the event of a termination, they shall reasonably cooperate with each other to develop a mutually acceptable transition plan to assure minimal disruption in the provision of educational services to the students.

12. Relationship of the Parties

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

13. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

14. Notices

Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid or a nationally recognized overnight carrier, addressed as follows:

If to Agency to:	Pam Middleton Executive Director 1041 45 th Street West Palm Beach, Florida 33407
------------------	---

If to the School District, to:	Arthur C. Johnson, Ph. D. Superintendent of Schools School District of Palm Beach County 3360 Forest Hill Boulevard West Palm Beach, FL 33406
--------------------------------	--

With a copy to:	Alexandra Deveroux
-----------------	--------------------

Alternative Education
School District of Palm Beach
County
1800 Osceola Drive
West Palm Beach, FL 33409
Facsimile: 561-681-5903

15. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

16. Waiver and Delay

No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

17. Assignment; Binding Agreement

Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

18. Representations and Warranties of Agency

Agency hereby represents and warrants to the School District as follows:

Agency hereby represents and warrants that it complies with the Civil Rights Act of 1964, IDEA, Title IX of the Education Amendment of 1974, Section 504 of the Rehabilitation Act of 1973 and will at all times comply with local or state standards for health and safety of students.

19. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year hereinabove set forth,

**The Drug Abuse Treatment Association
DATA (Kelly Center)**

By: _____
Ms. Pam Middleton, Executive Director

Date: _____

**The School Board of Palm Beach County,
Florida**

By: _____
Mr. William Graham, Chairperson

Date: _____

By: _____
Dr. Arthur Johnson, Ph.D., Superintendent

Date: _____

Reviewed and approved as to Legal
Form and Sufficiency

By:  _____
Associate Counsel

Date: 7-17-07 _____