



THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA
Department of Educational Alternatives
1800 Osceola Drive
West Palm Beach, Florida 33409
(561) 242-4130 FAX (561) 242-4135

Alexandra Deveroux
DIRECTOR

ARTHUR C. JOHNSON, Ph.D.
SUPERINTENDENT

RECEIVED

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PUBLIC SAFETY
DEPARTMENT

October 6, 2006

Mr. Robert Weisman, County Commissioner
Board of County Commissioner
A Sub-Division of State of Florida
301 North Olive Avenue, Room 601
West Palm Beach, FL 33401

Dear Commissioner Weisman:

Enclosed please find the original contract between the School District of Palm Beach County and the Board of County Commissioners (Highridge Family Center), a political sub-division of the State of Florida for educational services from July 1, 2006 through June 30, 2007 for your signature.

If there are any questions, please contact Marilyn Cooper at (561) 242-4158.

Sincerely,

Alexandra Deveroux, Director
Alternative Education

AD/sb
Enclosure

c: Dr. Janice Cover, Assistant Superintendent, Quality Assurance

**Cooperative Agreement
between
School Board of Palm Beach County
and**

The Board of County Commissioners, A Political Sub-Division of the State of Florida

This Agreement ("Agreement"), dated July 1, 2006 is entered by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the "School District" and The Board of County Commissioners, a political sub-division of the state of Florida, hereinafter referred to as "Agency." The School District and Agency shall be collectively known hereafter as the "Parties." The Parties agree to the following:

WHEREAS, the School District and Agency 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 Agency's program ("Program"). The Program will serve up to 72 disciplinary and truant male and female youths between the ages of 11 and 15. 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, the Agency's Program is located at Highridge, 4200 N. Australian Avenue, West Palm Beach, Florida 33407; and,

WHEREAS, the School District and Agency 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 Highridge; 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, 2006 through June 30, 2007. 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

AGENCY shall:

- a) 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.
- b) Collaborate with School District staff to develop and implement a School Improvement Plan as may be required by the School District and Florida law.
- c) Attend or send a designee to the monthly School District Advisory Meetings.
- d) Submit reports in a timely manner as required by the School District and/or the Florida Department of Education.
- e) 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.
- f) Collaborate with School District administration to implement School District student discipline policies and procedures.
- g) Provide documentation that Agency's staff has been trained in School District discipline and harassment procedures.

- h) Collaborate with School District staff to install instructional software provided by the School District.
- i) Permit access to computers for instruction and the repair of non-functioning hardware and software owned by Agency in a timely manner.
- j) 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.
- k) 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.
- l) 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.
- m) Provide at least one staff member to each teacher to assist with the behavior control in the academic areas at all times.
- n) 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.
- o) The employees at Highridge 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

Agency will maintain the following insurance policies during the term of this Agreement:

The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The Parties further agree to provide one another with a copy of said insurance certificate.

6. Agency 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:

Dr. Tony Spaniol,
Executive Director
4200 N. Australian Avenue
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:

Derri Parkey Ed.S.
Director of Educational Alternatives
School District of Palm Beach
County
1800 Osceola Drive
West Palm Beach, FL 33409
Facsimile: 561-242-4135

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

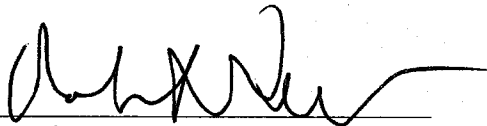
Rehabilitation Act of 1973 and will at all times comply with local or state standards for health and safety of students.

19. Governing Law and Venue

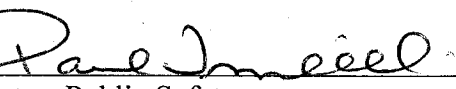
This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida.

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

**Highridge Family Center/Board of
County Commissioners, A Sub-Division
of the State of Florida**


By: 
Robert Weisman, County Administrator

Date: 10/27/06

By: 
Director, Public Safety

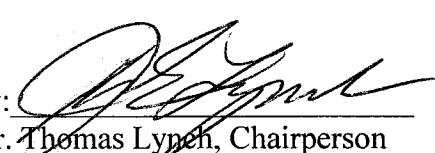
Date: 10/25/06

Reviewed and approved as to Legal
Form and Sufficiency

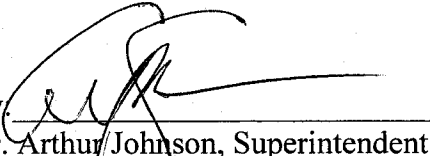
By: 
Assistant County Attorney

Date: 8/29/06

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

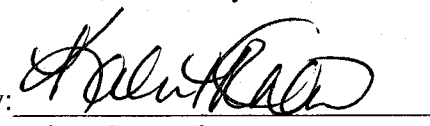
By: 
Mr. Thomas Lynch, Chairperson

Date: 9/20/06

By: 
Dr. Arthur Johnson, Superintendent

Date: 9/20/06

Reviewed and approved as to Legal
Form and Sufficiency

By: 
Associate Counsel

Date: 8/2/06