

**AGREEMENT BETWEEN
COMMUNITY HAVEN FOR ADULTS AND CHILDREN WITH DISABILITIES, INC.
AND
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

This Agreement is entered into between COMMUNITY HAVEN FOR ADULTS AND CHILDREN WITH DISABILITIES, INC., 4405 DeSoto Road, Sarasota, Florida, 34235, hereinafter referred to as "THE PROVIDER" and The SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD".

I. The Provider Agrees:

- A. To provide a coordinated system of transition/career services referred to as High School/High Tech and the Work Trek Programs for eligible Sarasota County secondary students with disabilities between the ages of 14 to 21 years.
- B. To select employees to serve as role-model trainers for High School/High Tech and Work Trek Programs.
- C. To provide supervision both on-site and in the community for students who are participating in High School/High Tech and Work Trek Programs.
- D. To require that all staff be fingerprinted and undergo criminal background checks conducted by The Board, and to pay for same.
- E. To provide transportation to student in the High School/High Tech and Work Trek Programs.
- F. To the extent permitted by state law, The Board agrees to indemnify Provider, Provider's agent, employees, officers, and directors, from and against any and all claims, losses, demands, judgments, costs, and expenses, including reasonable attorney fees, resulting from the negligent or willful acts or omissions of the Board its teachers, coaches, and students in the performance of this Agreement.
- G. Provider agrees to indemnify the Board, its agents, employees, officers, and directors, from and against any and all claims, losses, demands, judgments, costs, and expenses, including reasonable attorney fees, resulting from the negligent or willful acts or omissions of the Provider in the performance of this Agreement. Nothing in this Agreement is intended to waive any sovereign immunity to which The Board is entitled. This provision shall survive termination of this Agreement.

II. The Board Agrees:

- A. To promote the High School/High Tech and Work Trek Programs by referring individual eligible students with disabilities the additional support needed for a seamless transition.
- B. To require all participating students subscribe to the school accident insurance coverage and that evidence of this coverage is presented for each student to the Provider, if requested.
- C. To provide necessary exchange of confidential student information in order to determine appropriate placement in the High School/High Tech and Work Trek Programs.

III. The Provider and The Board Mutually Agrees:

- A. Unforeseen questions or any problems whatsoever arising during the administration of this Agreement between parties shall be resolved through negotiation. The negotiated resolution of the unforeseen problems or questions shall be reduced to writing that shall then be attached to and made part of this Agreement as a clarifying interpretation.

- B. This Agreement shall become effective on the date of the signature of the School Board Chair and terminates at the end of the 2010-2011 school year, or at any time, without cause, by either party giving the other thirty-(30) days written notice.
 - C. The Provider may, at any time, deny its facilities and services to any student, teacher, or coach whose conduct or performance is determined by the Provider not to be in the best interest of patient care or Provider operations.
 - D. All teachers, students, and coaches are to follow the rules, regulations, policies, and procedures of Provider.
 - E. The Provider is participating in an academic program, and that at no time shall the students, teachers, or coaches be considered employees of the Provider, and the Provider shall not be obligated to pay students, teachers, or coaches or to extend any employer benefits.
- IV. The School Board of Sarasota County, Florida, does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, sexual orientation, or age, in the operation of the school district or in the provision of services.
 - V. Community Haven For Adults and Children with Disabilities, Inc., does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, sexual orientation, or age, in the operation of the business or in the provision of services.
 - VI. This Agreement shall be governed by the Laws of the State of Florida, and governing regulatory rules, all of which are incorporated herein, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Signed: _____ Date _____
 Caroline G. Zucker, Chair
 The School Board of Sarasota County, Florida

Approved for Legal Content
 May 21, 2009, by Matthews, Eastmoore,
 Hardy, Crauwels & Garcia, Attorneys for
 The School Board of Sarasota County, Florida
 Signed: ASH

COMMUNITY HAVEN FOR ADULTS AND CHILDREN WITH DISABILITIES, INC.

Signed: _____ Date _____
 Peggy J. Connell, CEO
 Community Haven For Adults and Children with Disabilities, Inc.