

**BALTIMORE COUNTY BOARD OF EDUCATION
AND**

COOPERATIVE AGREEMENT

This agreement made this _____ day of _____, 20__ by and between the Baltimore County Board of Education (hereinafter referred to as the “school”) and the _____ (hereinafter referred to as the “Agency”) for services at _____ and which shall govern the use of the school’s facilities by the agency’s employees (hereinafter referred to as “practitioners”) in the agency’s plans to provide service (hereinafter called the “program”) to students or staff in the Baltimore County Public Schools.

WHEREAS, it is to the mutual benefit of the school and the agency to cooperate in a program using the school’s facilities, and

WHEREAS, it is in the best interests of the parties hereto to plan jointly for the organization, administration, and operation of the program,

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, it is agreed as follows:

ARTICLE I: AGENCY RESPONSIBILITIES

- A. The agency shall provide the school with a proposed number of clients and the practitioners’ work schedule at least ten (10) days prior to the first scheduled experience. The school shall have final approval of the scheduling of the program or service and any changes in scheduling.
- B. The agency will fingerprint and do a background check on all practitioners. This information will be on file with the agency to verify that there are no convictions for misdemeanors or felonies.
- C. To comply with current Occupational Safety and Health Administration regulations, each practitioner will be required to attend an annual training program on bloodborne pathogens. No practitioner will be allowed into a school’s facility until the training program has been completed.
- D. Supervision of practitioners, and the amount of time needed, shall be provided by the Agency and shall be agreed upon before each practitioner is assigned.
- E. During the term of this Agreement, the agency and their practitioners shall maintain program approval granted it by Maryland and accreditation granted by the national or state licensing bureau. Should the agency or practitioner lose the accreditation or any of the above, or should its accreditation change in any way, it shall immediately notify the school.
- F. The Agency and practitioners in the program shall be required to carry professional liability insurance protection in the minimum amount of one million dollars (\$1,000,000). This policy shall cover practitioners for their acts, failures to act, or negligence arising out of, or caused by, the activities which are the subject of this agreement. The agency shall provide the school with

certificates of insurance for each practitioner. This insurance requirement is a condition precedent to admission to the school's facilities and to the school's obligations under this agreement. Lapse of coverage of any practitioner shall immediately terminate that individual's right to continued participation in the program. Records sustaining same shall be available to the agency for review by the school's authorized personnel.

- G. The agency, its employees, and practitioners are responsible to report any suspected incidents of child abuse or neglect to the appropriate Department of Social Services. The Annotated Code of Maryland, Family Law Article, Section 5-708, and Courts and Judicial Proceedings, Section 5-362, provide immunity from any civil liability or criminal penalty to any person who, in good faith, participates in the making of a report or the investigation of child abuse or neglect, or in any judicial proceedings.

Child abuse is defined as the physical or mental injury of a child (under age 18) by a permanent or temporary caregiver. Neglect is defined as the failure to give a child proper care and attention that places the child at substantial risk or harm or mental injury.

- H. Sexual harassment is prohibited by Title VII of the Civil Rights Act of 1963, as amended: Merit System Law, Article 64A: Article 64B of the Annotated Code of Maryland and the Governor's Executive Order on Sexual Harassment and is therefore illegal. The agency must agree to abide by all of the regulations and requirements therein.

ARTICLE II: SCHOOL RESPONSIBILITIES

- A. The school shall be responsible for and retain absolute control over the organization, administration, operation, and financing of school services. The agency and practitioners are subject to the school's authority and are directly responsible to the principal of the school; however, the practitioner shall not be considered agents or employees of the school.
- B. The school shall provide the agency with facilities of such extent, quality, and range as will make possible the attainment of the objectives of the program.
- C. Available space in the buildings specified by the school shall be established by mutual agreement and made accessible for the program.
- D. The school shall be informed regarding additional research or education programs and changes in the program which may affect the school. Where multiple educational programs exist, the school shall devise ways for coordination so that all programs may have maximum benefit of experiences.
- E. The school assumes no financial responsibility for the care or treatment provided by practitioners under the terms of the agreement. Bills for services rendered shall be forwarded to the agency for payment.

ARTICLE III: JOINT RESPONSIBILITIES

- A. The maximum number of practitioners assigned to the school during any period of time shall be established by mutual agreement and determined by facilities for subjects and the adequacy, extent, and variety of problems available for the program.

- B. The instructional period shall be based on academic semesters or an equivalent period of time and will conform to the agency's calendar as approved by the school.
- C. All practitioners and school staff shall participate in an orientation program on confidentiality as per FERPA (Family Education Rights and Privacy Act) at the school as a prerequisite to participating in a program. The agency's supervisor shall be responsible for providing the practitioners' orientation.
- D. Practitioners shall abide by all school policies and rules and standards of conduct, including professional decorum, religious and ethical standards, ensuring students' rights to confidentiality, and the school's interpretation of those policies, rules, and standards.
- E. Where areas of differences exist or occur in policies, rules, or questions of practices, the school's policies or standards shall prevail, and such conflict shall be referred to the Department of Student Support Services.
- F.
 1. It is hereby stipulated and agreed between the school and the agency that, with respect to any claim or action arising out of any services performed under or pursuant to this agreement, each entity shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or omissions of its own agents, officers, and employees. The agency agrees to indemnify and hold harmless the school, its agents, officers, and employees against any claims, actions, and/or suits arising out of any services performed under or pursuant to this agreement. The agency retains the right to defend any such claims, actions and/or suits at its option, and to approve any proposed settlements. The school agrees to notify the agency in writing by registered mail (return receipt requested), of any such claims, actions, and/or suits.
 2. In any action or claim arising out of any services performed under or pursuant to this agreement, the agency shall assume the defense of itself, its own officers, agents, or employees.
 3. In any action or claim arising out of any services performed under or pursuant to this agreement, the school may assume the defense of itself, its own officers, agents, or employees, but the agency will indemnify and hold harmless the school.
 4. The agency warrants that practitioners are insured with malpractice coverage.
 5. The parties hereto agree to conduct an evaluation conference with the agency at the conclusion of each year or program period.
- G. This agreement may be terminated by either party by giving written notice of such intent to the other party, by registered mail to the principal of the school or agency administrator, at least thirty (30) days prior to such termination. The parties shall agree that they waive any and all damages, costs and/or profits/loss as a result of, or effect of, any termination.

H. THIS AGREEMENT shall be in force and effect for the period _____ through _____
Date Date

BALTIMORE COUNTY PUBLIC SCHOOLS

School:

Date

Principal

Date

Recommended by:
Director of Student Support Services

Agency:

Date

Date
