



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
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June 15, 2010

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

SUBJECT: Articulation Agreement for Solid Rock Community School
and Marchman Technical Education Center

The attached articulation agreement between Marchman Technical Education Center and Solid Rock Community School. This agreement is designed to allow students of Solid Rock Community School to enroll in vocational education programs at Marchman Technical Education Center.

The specific programs are outlined in the agreement and are attached for your perusal. The cost of attendance is the responsibility of the student. The agreement is for the 2010-2011 school year. This agreement has been reviewed and approved by Nancy Alfonso, School Board Attorney.

At this time, we respectfully request your approval to enter into the attached agreement. Should you have any questions regarding this matter, please contact me or Shelia Bryan at your earliest convenience.

KDG/vj
Attachments

District Wide Accreditation • Southern Association of Colleges and Schools

Date/Time: June 9, 2010; 13:00:00

received
3/3/10 ap

ARTICULATION AGREEMENT

FOR

Solid Rock Community School
6140 Perrine Ranch Road
New Port Richey, Florida 34655

AND

MARCHMAN TECHNICAL EDUCATION CENTER

2010-2011 SCHOOL YEAR

REQUIREMENTS FOR ADMISSION:

1. The student must be in the 11th, or 12th grade. However, students who are in the 9th or 10th grade may be placed into a career and technical program if the student is behind on grade level and is a potential dropout. These students may be enrolled with permission from the home school (with proper documentation).
2. Student from Solid Rock Community School may enroll in a half-day program provided space is available and the student meets the eligibility requirements. Eligible programs students may enroll in are as follows:

Program

- A/C, REFRIGERATION AND HEATING TECHNOLOGY
- AUTOMOTIVE COLLISION REPAIR AND REFINISHING
- AUTOMOTIVE SERVICE TECHNOLOGY
- CARPENTRY
- COMMERCIAL ART TECHNOLOGY
- COMMERCIAL FOODS AND CULINARY ARTS
- COMPUTER SYSTEMS TECHNOLOGY
- COSMETOLOGY
- EARLY CHILDHOOD EDUCATION
- ELECTRICITY
- MARINE SERVICE TECHNOLOGY
- NEW MEDIA TECHNOLOGY
- PRINTING AND GRAPHICS COMMUNICATIONS
- TELEVISION PRODUCTION

3. Courses at Marchman Technical Education Center are job preparatory in nature and students would be required to have or purchase required materials for safety purposes.

ATTACHMENT "A"
INCORPORATED HEREIN *Kaj*

CONTRACT REVIEWED AND APPROVED: <i>Kaj</i> 5/26/10
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4. Students may enroll based upon space available in any given career and technical education program.

LOCATION OF COURSES:

Courses to be provided to Solid Rock Community School students will be held at Marchman Technical Education Center in New Port Richey. Transportation will be provided by the student.

PROGRAM COORDINATION:

Marchman Technical Education Center and the District School Board Pasco County will coordinate the following activities:

1. The selection of career and technical education courses, meeting times, school calendar, and locations.
2. Dissemination of information regarding programs and any program changes to students, schools, and parents.
3. Delivery of career and technical education counseling.
4. Attendance, grading policies, and administrative procedures.

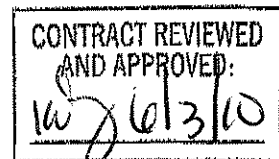
STUDENT ELIGIBILITY:

The principal or his/her designee of Solid Rock Community School is responsible for recommending students for admission to the program using the following guidelines:

1. The student wishes to attend Marchman Technical Education Center and has shown an interest in a career and technical education career.
2. Students should have sufficient emotional maturity and study habits to benefit from the program.
3. The principal has the right to decline admission to the program based upon Marchman Technical Education Center's requirements and his/her requirements.

ATTENDANCE POLICY:

Students entering the programs at Marchman Technical Education Center will follow the attendance policy of the home school when at the home school and will follow the policy of Marchman Technical Education Center when at the center. Students suspended from the home school will not be permitted to attend classes at the center until they are reinstated at the home school.

GRADING POLICY:

Students will follow the grading policy of both the home school and Marchman Technical Education Center. Students will be given a numerical grade in accordance with the state standards. Students who do not adhere to the grading and attendance policies at the Marchman Technical Education Center will be withdrawn from the program and will be sent back to the home school at the end of the first semester or the end of the second semester.

PROGRESS REPORTS:

Solid Rock Community School and the students' parents will be issued a notice of any student who at anytime is at risk of failing.

Grades will be issued at the same time as the District School Board of Pasco County grades are issued. This is a nine-week grading period with report cards distributed seven working days after the end of the grading period.

This agreement between the District School Board of Pasco County, Marchman Technical Education Center, and Solid Rock Community School, for the provision of specialized learning opportunities for students from Solid Rock Community School as directed by the state rules and regulations.

RENEWAL AGREEMENT:

This cooperative agreement is a three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period from date of School Board approval through (a one year period). This agreement and subsequent renewals will be subject to final approval by the School Board. Any mutually agreed upon changes will be by written amendments and will be effective at the beginning of the renewal date(s).

HOLD HARMLESS:

As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, Solid Rock Community School, hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of Solid Rock Community School and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.

CIVIL RIGHTS:

Solid Rock Community School shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. Solid Rock Community School shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this contract.



IN WITNESS WHEREOF, the parties hereto have executed this agreement in accordance with the provisions of the Articulation Agreement between the District School Board of Pasco County and Solid Rock Community School.

Signed by:
Administrator
Solid Rock Community School




127.10

Date

Signed by:
Chairman
The District School Board of Pasco County

Date

CONTRACT REVIEWED
AND APPROVED:


Attachment A - Solid Rock Community School

A) This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should SOLID ROCK COMMUNITY SCHOOL cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon SOLID ROCK COMMUNITY SCHOOL shall refund all monies (including deposits) to the School Board.

In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and SOLID ROCK COMMUNITY SCHOOL shall refund all monies (including deposits) to the School Board within thirty (30) calendar days, if a date cannot be mutually agreed upon to reschedule.


B) As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that liability and exposure for indemnification will be governed by the provisions of Section 768.28 (5), Florida Statutes.

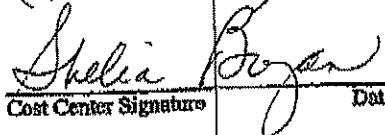
C) Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.


D) Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.

E) This contract is governed by the laws put forth by the State of Florida.

F) SOLID ROCK COMMUNITY SCHOOL must provide a Certificate of Liability Insurance in the amount of \$500,000 listing the District School Board of Pasco County as an additional insured.


SOLID ROCK COMMUNITY SCHOOL
(Karen Kellys)


Cost Center Signatures Date 4/20/10


Date Kendra Goodman Date
Purchasing Agent District School Board of Pasco County

6/3/10