



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
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/ 794-2221 Fax: 813/ 794-2111
727/ 774-2221 TDD: 813/ 794-2484
352/ 524-2221 e-mail: kgoodman@pasco.k12.fl.us

December 15, 2009

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG*

RE: First Year of Three-Year Contract
Cooperative Agreement for Early Childhood Education Program
The Cherry Tree

The School District has numerous cooperative agreements with various facilities in order to allow students to complete an internship assignment in the Early Childhood Education Program. The attached agreement has been developed to allow students enrolled in the Early Childhood Education Program to use the facility for internship.

At this time, we respectfully request your approval to enter into the first year of the three-year agreement with the above-referenced facility for the Early Childhood Education Program. The first year of the agreement will cover the period of January 1, 2010 through December 31, 2010. Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

KDG/lmr

Attachments (2 originals)



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Community, Career and Technical Education
Robert J. Aguis, Director
(813) 794-2204 Fax: (813) 794-2794
(727) 774-2204 TDD: (813) 794-2484
(352) 524-2204 E-mail: raguis@pasco.k12.fl.us

MEMORANDUM
CCTE-109-09/10

November 30, 2009

To: Kendra Goodman, Purchasing Agent

From: Rob Aguis, Director of Community, Career & Technical Education *RA*

Subject: **Cooperative Agreement for First Year of Three-Year Contract with The Cherry Tree**

Description:

Approval is requested for a Cooperative Agreement with The Cherry Tree to allow students in the Pasco County Early Childhood Education Program to participate in an internship experience with learning opportunities determined by the instructor and agreed upon by various facilities. These learning experiences will be non-paid and will be done with the direction and guidance of the program instructor. The internship provides students in the Early Childhood Education Program with opportunities to apply skills mastered in the classroom in a real-world work setting.

Action Requested:

School Board approval of the cooperative agreement on December 15, 2009.

Recommendations:

The staff respectfully requests approval of the cooperative agreement with The Cherry Tree.

RA:rmh

Attachment(s)

received
11/23/09af

**COOPERATIVE AGREEMENT
BETWEEN**

**The Cherry Tree
2230 Seven Springs Boulevard
New Port Richey, FL 34655**

AND

THE DISTRICT SCHOOL BOARD OF PASCO COUNTY

FOR

Providing Work-Based Experiences for Early Childhood Education Students

I. PARTICIPATING FACILITIES:

The participating facilities in this agreement are The Cherry Tree and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between The Cherry Tree (facility) and the District School Board of Pasco County (school), that The Cherry Tree will provide facilities and accept students from the Pasco County Early Childhood Education Program for student experiences, in accordance with the provisions set forth in this agreement.

III. GENERAL PROVISIONS OF THE AGREEMENT:

1. The education of the student shall be the primary purpose of the education programs.
2. The District School Board of Pasco County shall be responsible for the formal classroom education of the student.
3. The faculty of the school shall be responsible for selecting overall learning experiences for the students. However, the students will gain practical knowledge by following the routine of the facilities' employees.
4. The students will observe the duties of the employees of the facility while at the site, and will perform only those competencies agreed upon by the Director of the facility or his/her designee and the instructor.
5. The District School Board of Pasco County agrees to comply with the established policies and practices of the facility when such policies and practices are made known to it and they are not in conflict with School Board policies or State Board of Education rules and law.
6. The student will be responsible for providing his/her own lunch during the experience.

CONTRACT REVIEWED
AND APPROVED:

Katy 11-30-09

7. The student will be responsible for providing his/her own transportation during the experience.
8. Under this agreement, the facility provides opportunities for practical experiences, but maintains responsibility for the care and treatment of its clients/employees.
9. If the administration of the facility has a complaint about the program or an individual student, it should bring it to the attention of the instructor.

IV. THE SCHOOL'S RESPONSIBILITY:

1. To maintain minimum standards required and adhere to the Program Standards and Curriculum Frameworks for each program as specified by the Florida Department of Education.
2. Students participating in the program must comply with the District School Board's Code of Student Conduct.
3. To provide concurrent related classroom instruction (formal and informal), as needed to meet the objectives of the program.
4. To maintain individual records of class and instruction, and to evaluate the competency of each student.
5. To prepare and submit to the administrator of the facility a weekly schedule of training. The schedule will indicate the exact hours each student will work and will be posted. Any change in the schedule must be approved, in advance, and initialed by the facility's administrator or his/her designee.
6. To provide identification (name tags and/or program patches) for each student trainee.
7. Students understand that this training does not guarantee employment at the facility.

V. THE FACILITY'S RESPONSIBILITY:

1. To allow the instructor and students to work with an assigned employee of the facility while performing their duties, in accordance with the agreed upon schedule.
2. To insure that any employee to which a student is assigned/supervised by has been screened with the appropriate background check as part of his/her employment and/or through the professional license/certification process related to his/her position.
3. Provide a copy of the work schedule of the facility's employees assigned to work with students so that the instructor knows where each student is at all times.
4. To include members of the faculty of the school in facility meetings when policies to be discussed will affect or are related to the Early Childhood Education program.
5. The facility reserves the right to request the District School Board of Pasco County to withdraw any student from its facilities whose conduct and/or work with clients of the facility personnel is not in accordance with acceptable standards of performance, in the opinion of the facility's administrator.

CONTRACT REVIEWED
AND APPROVED:

Katz 11-30-09

VI. JOINTLY, EACH AGENCY WILL:

1. Be responsible for the orientation of the instructor and to initiate conferences between the instructor, and administrator(s) whenever there is a need.
2. Provide feedback on the experience.
3. Share and assist in the supervision and guidance of students.

VII. MODIFICATION OF THE AGREEMENT:

Modification of this agreement shall be made by mutual consent of both parties. A memorandum noting the modifications shall be attached to this agreement and shall include the date and signature of both parties agreeing to it.

VIII. DISCONTINUANCE OF AGREEMENT:

The cooperative agreement may be terminated when it is the best interest of the District School Board of Pasco County with 30 days written notice. Agreements canceled by the facility because of nonperformance may result in exclusion from participating on any other similar agreements offered by any public school in Pasco County, Florida. Agreements canceled because of nonperformance will be excluded from future business with the District School Board of Pasco County for the full term of the agreement plus one year.

IX. RENEWAL OF 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 January 1, 2010 through December 31, 2010. 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).

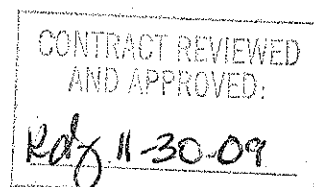
X. VENUE:

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.

XI. HOLD HARMLESS:

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 (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28 (5), Florida Statute.

XII. FORCE MAJEURE:



This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency, including the Department of Homeland Security issuing a "Red Alert" making it illegal or impossible to provide services.

XIII. CIVIL RIGHTS:

The School and the Facility complies with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and related regulations, assures that it does not and will not, discriminate against any student who is a potential employee in the on-the-job training program because of race, color, creed, sex, national origin or handicap.

XIV. COPIES OF THIS AGREEMENT:

Copies of this agreement shall be placed on file, and be available to the following:

1. Administrator, The Cherry Tree
2. Supervisor, Career and Technical Education
3. Early Childhood Education

The Cherry Tree

By: _____

Date: _____

11/19/09

Signed and sealed in the presence of:

DISTRICT SCHOOL BOARD OF PASCO COUNTY

By: _____

Date: _____

CONTRACT REVIEWED
AND APPROVED:
Kdy 11-30-09

received
11/23/09

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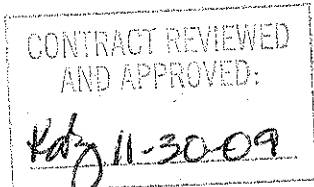
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