

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

July 26, 2011

MEMORANDUM

TO:

Honorable School Board Members

FROM:

Kendra Goodman, CPPO, CPPB, Purchasing Agent

RE:

ESE Agreement with Sumter County School Board

The attached agreement with the above-referenced entity is designed to allow eligible Sumter County deaf and hard of hearing students to participate in our ESE program throughout the 2011-2012 school year. Please reference the attached memo from Ms. Monica Verra-Tirado, Director of Exceptional Student Education, for further information regarding this agreement.

At this time, we respectfully request your approval to enter into this agreement with the above-referenced entity for the 2011-2012 school year. This contract format & content was reviewed and approved by the School District's Attorney, Nancy Alfonso on July 8, 2011.

Should you have any questions regarding this matter, please contact Ms. Monica Verra-Tirado, Director of Exceptional Student Education. If you have any purchasing related questions regarding this agreement, please feel free to contact me at your earliest convenience.

KDG/dp

Attachments



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 Exceptional Student Education

April Stephenson, Bookkeeper

813/794-2764 Fax: 813/794-2117 727/774-2764 TDD: 813/794-2484

352/524-2764 email: astephen@pasco.k12.fl.us

MEMORANDUM

ESE-11/12-AS-002

DATE:

July 26, 2011

TO:

Kendra Goodman, CPPO, CPPB, Purchasing Agent

FROM:

April Stephenson, Bookkeeper, Exceptional Student Education

Monica Verra-Tirado, Ed. D., Director of Exceptional Student Education

RE:

AGREEMENT BEWTEEN THE SUMTER COUNTY SCHOOL BOARD AND

THE DISTRICT SCHOOL BOARD OF PASCO COUNTY (2011-2012)

Back on June 17, 2008, the School Board approved the <u>AGREEMENT BETWEEN SUMTER</u> COUNTY SCHOOLS AND PASCO COUNTY SCHOOLS PASCO COUNTY

EXCEPTIONAL STUDENT PROGRAM. That was a three-year agreement that covered the 2008-2009 school year through the 2010-2011 school year. That agreement has expired; therefore, the Exceptional Student Education Department is requesting School Board approval of the attached AGREEMENT BETWEEN THE SUMTER COUNTY SCHOOL BOARD AND THE DISTRICT SCHOOL BOARD OF PASCO COUNTY for the 2011-2012 school year.

This agreement will allow Pasco County Schools to: (a) continue providing exceptional student education services to the deaf/hard of hearing students who reside in Sumter County; (b) provide the educational resources for the deaf/hard of hearing students; (c) receive Florida Education Finance Program funds that are generated by Sumter County students being served in Pasco County. Sumter County will continue to pay the costs of transporting the students to and from the Pasco County Schools where services are available.

Please be advised that after our Board approves this agreement, we will send it to Sumter County. Then, after Sumter County's Board executes the agreement, they will return a copy to us.

Please contact Teresa Suarez at extension 42626 if you have any questions. Thank you for your assistance with this request.

MV/as

xc: Ruth B. Reilly, Assistant Superintendent for Curriculum and Instructional Services Teresa Suarez, ESE Department



AGREEMENT BETWEEN THE SUMTER COUNTY SCHOOL BOARD AND THE DISTRICT SCHOOL BOARD OF PASCO COUNTY

This is an agreement between the **SUMTER COUNTY SCHOOL BOARD**, ("SCSB"), located at 2680 WC 476, Bushnell, Florida 33513 and the **DISTRICT SCHOOL BOARD OF PASCO COUNTY**, ("DSBPC"), located at 7227 Land O'Lakes Boulevard, Land O'Lakes, Florida 34638.

WHEREAS, **DSBPC** hereby enters into an agreement with **SCSB** to include deaf and hard of hearing children of Sumter County within the Pasco County Exceptional Student Education Program for the 2011-2012 school year; and

WHEREAS, **DSBPC** desires to enter into an agreement with **SCSB** for the furnishing of the following described services upon the following terms and conditions,

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is understood and agreed as follows:

TYPE OF SERVICE

- 1. **DSBPC** and **SCSB** agree that the aforementioned students shall be eligible under the criteria set forth in the Pasco County District Procedures for Exceptional Student Education for the applicable year.
- 2. SCSB agrees to retain all required records for a period of three (3) years beyond final payments and all other pending matters are closed.
- 3. SCSB agrees to grant access by School District, the Florida Department of Education, the Auditor General's Office, the appropriate federal agency, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

LOCATION FOR PERFORMANCE OF SERVICES

4. The program and staff supervision will be provided by **DSBPC**.

TRANSPORTATION

5. SCSB agrees to provide the transportation of students to and from Pasco County Schools where services are available.

COMPENSATION

6. SCSB agrees to pay the costs of transporting the students to and from the Pasco County Schools where services are available.

CONTRACT REVIEWED

FTE/FUNDING

7. **DSBPC** and **SCSB** agree that the Florida Education Finance Program funds generated by Sumter County students being served through the Pasco County Exceptional Student Education Program be earned and reported by the Pasco County School District.

INSURANCE

8. Each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against 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 by or materially contributed to by any officer, employee, agent or other representative of the indemnified party.

TERM

9. This Agreement shall cover the period of August 1, 2011 through June 30, 2012. In the event that either party wishes to terminate this agreement, either may do so after officially informing the other party in writing, no later than March 1st of the fiscal year preceding the proposed dissolution year.

LEGAL SPECIFICATIONS

- 10. This Agreement shall be construed for all purposes under the laws of the State of Florida and may not be changed, modified, altered or amended, except by an instrument in writing, signed by the parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed, so that all of the remaining terms and conditions of the Agreement shall otherwise remain in full force and effect.
- 11. **DSBPC** agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, which prohibits discrimination on grounds of race, color, age, sex, national origin, or religion; the Age Discrimination Act of 1967 as amended; and Section 504 of the Rehabilitation Acts of 1973, which prohibits discrimination against the disabled. **DSBPC** further agrees to comply with Florida Statutes and State Board of Education Administrative Rules relative to the moral character of individuals that are employable in the public school setting.

Executed this 26th day of July 2011 by the undersigned parties.

SUMTER COUNTY SCHOOL BOARD		DISTRICT SCHOOL BOARD OF PASCO COUNTY	
Board Chairman	Date	Board Chairman	Date
Superintendent	Date	Superintendent	Date CONTR.