



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Department of Purchasing
Michael J. Woodall, CPPO, Purchasing Agent
813/794-2221 Fax: 813/794-2111
727/774-2221 TDD: 813/794-2484
352/524-2221 email: mwoodall@pasco.k12.fl.us

April 16, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW.*

RE: Cooperative Agreement
Pasco County Board of County Commissioners

The Office for Student Support Programs and Services is requesting Board approval of the attached cooperative agreement between the Pasco County Board of County Commissioners and the District. The attached agreement will allow Pasco County ESE students to experience on-the-job training identified in the Transition Individual Education Plans. The specific services are outlined in the attached for your perusal.

At this time, we respectfully request for the Board to approve the Pasco County Board of County Commissioners Cooperative Agreement. There is no dollar amount associated with this agreement.

The term of this agreement will be commence upon board approval and continue through June 30, 2013 with the option of renewing for two additional years. Nancy Alfonso, School Board Attorney, reviewed and approved the attached agreement on January 15, 2013.

If you should have any questions regarding this matter, please contact me at your earliest convenience.

MJW/sb

Date/Time: April 10, 2013 09:28:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office for Student Support Programs and Services
April Stephenson, Bookkeeper
813/ 794-2764 727/ 774-2764
352/ 524-2764 Fax: 813/ 794-2117
e-mail: astephen@pasco.k12.fl.us

MEMORANDUM
ESE-12/13-AS-045

DATE: April 16, 2013

TO: Michael J. Woodall, CPPO, Purchasing Agent

FROM: April Stephenson, Bookkeeper of Student Support Programs and Services
Melissa Musselwhite, Director of Student Support Programs and Services *mm*

RE: **Cooperative Agreement (2012-2013) (Year 1 of 3)**
Contract # 2013000566

The Office for Student Support Programs and Services is requesting School Board approval of the attached cooperative agreement. Pasco County, by and through its Board of County Commissioners, will provide on-the-job training experiences for high school ESE students. By doing so it will allow us to continue our job training program opportunities for ESE students identified in Transition Individual Education Plans.

At this time we are requesting permission to enter into year one. Year one will commence upon Board approval and continue through June 30, 2013.

Cost: \$0.00

In this particular case, the School Board will need to sign three copies of the agreement prior to the countersignature.

Please contact Holly Rockhill at extension 42852 if you have any questions. Thank you for your assistance with this request.

MM/as

xc: Amelia VanName Larson, Assistant Superintendent for Student Achievement
Holly Rockhill, Supervisor of Student Support Programs and Services



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

AGREEMENT #33-12/13

Upon Board Approval through June 30, 2013

COOPERATIVE AGREEMENT FOR ON-THE-JOB TRAINING OF EXCEPTIONAL STUDENTS BETWEEN

PASCO COUNTY

AND

THE SCHOOL BOARD OF PASCO COUNTY

AGREEMENT

THIS AGREEMENT is entered between Pasco County, by and through its Board of County Commissioners, hereinafter referred to as "Sponsor," and The District School Board of Pasco County, Florida, hereinafter referred to as the "Board."

WITNESSETH

WHEREAS, the Board and the Sponsor mutually desire to provide students with disabilities with appropriate career and technical training; and

WHEREAS, the parties desire the Board's exceptional students to receive the job related and support services necessary for obtaining and maintaining future employment.

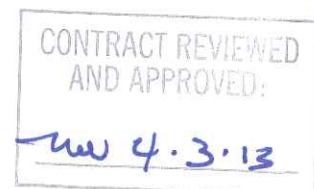
NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- A. The Board shall provide the Sponsor the following:
1. An on-site Transition Assistant who will monitor student performance and provide assistance based on employee feedback and who will report to the Job Placement/Transition Specialist;
 2. Select students for the job training sites;
 3. Periodic on-site supervision by the Job Placement/Transition Specialist; and
 4. Methods of student evaluation including responsibility for the final grades of the students who shall comply with the District's Code of Student Conduct.

CONTRACT REVIEWED
AND APPROVED:

UW 4.3.13

- B. The Sponsor shall provide the Board the following:
1. Training sites in conjunction with the Job Preparation Program;
 2. A list of tasks for each training site with the Transition Assistant.
 3. Employees of Sponsor who are willing and qualified, as determined by Sponsor's Personnel Director and by the Transition Assistant, to be paired with exceptional students to provide on-site training and supervision;
 4. The option to permit observation of the program by interested groups or individuals, with prior consent of Sponsor, of the Transition Assistant of the exceptional student; and
 5. The opportunity for the Transition Assistant to observe employees at each training site prior to student placement.
- C. The Board and exceptional students shall be deemed independent contractors of Sponsor and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the Board and Sponsor and/or agency thereof. None of the personnel under contract, employed by, or volunteering for the Board shall be deemed in anyway to have any contractual relationship with Sponsor and/or agency thereof. The Board shall be solely responsible for the conduct of its students, employees, and agents in connection with their performance of obligations hereunder. Students shall not be deemed employees or agents of Sponsor given that:
1. The training is for the benefit of the student, even though it includes actual participation in the operation of Sponsor's facilities;
 2. The Sponsor derives no immediate advantage from the activities of the student;
 3. The student does not replace regular employees of the Sponsor;
 4. The student is not automatically entitled to employment with the Sponsor at the conclusion of his/her training; and
 5. The student is not entitled to wages for the time spent in training.
- D. The Board shall obtain and maintain a professional liability insurance policy for each student and Transition Assistant participating pursuant to this Agreement in the amount of \$1,000,000.00 each occurrence and \$3,000,000.00 in the aggregate. Pasco County shall be named an additional insured to that policy. Insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least



Class VIII, in accordance with the most current Best's Key Rating. A copy of all Certificate(s) of Insurance must be received by Sponsor prior to the first scheduled date of training at a facility.

- E. The instructional schedule for the students shall be planned jointly by the Transition Assistant and the representative(s) of Sponsor. Any changes in the instructional schedule must be approved by both parties prior to implementation of a new schedule.
- F. It is understood by the parties that all personnel provided by the Board pursuant to this agreement are subject to rules of the Board and applicable labor contracts. However, Board agrees that it and its students will comply with the established policies and practices of Sponsor's facilities when such policies and practices are not in conflict with State and federal laws
- G. The supervised learning experiences will be performed in a reasonably safe environment and the student will be instructed in the use of necessary safety precautions where required. The Transition Assistant will have a working knowledge of the student's disability and will demonstrate the ability to effectively manage the exceptional students. The student will be subject to the same policies and procedures as Sponsor's employees with regard to safety, health and general work conditions. However, it is understood that in the event a student is injured during the course of his/her assigned activities, Sponsor will not be responsible for the costs of any medical treatment. Sponsor may, at its sole discretion, require that any student under the age of eighteen (18) and their parent or guardian execute a release and hold harmless agreement for any work to be performed that Sponsor deems hazardous. Refusal to execute the release will disqualify the student from performing such work.
- H. The term of this Agreement will begin **upon approval of the parties and continuing through June 30th of 2013 with two subsequent one-year renewals beginning July 1st of 2013 continuing through June 30th of 2014 and the third year beginning July 1st of 2014 and continuing through June 30th of 2015.** Either party may terminate the Agreement at any time with or without cause upon thirty (30) days notice to the other party.
- I. 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 agree 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/or 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.

- J. All notices required under this Agreement shall be made in writing and served by registered or certified mail, return receipt requested, addressed to:

For the County:

John J. Gallagher, or his successor, as County Administrator
West Pasco Government Center
8731 Citizens Drive, Suite 340
New Port Richey, FL 34654

For the School Board:

Kurt S. Browning, Superintendent
Pasco County School Board
7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34638

- K. This agreement represents the entire Agreement between the parties but for subsequent Memorandums of Understanding as required by this Agreement and supersedes any and all prior agreements, negotiations, or understandings, written or oral, relating to the matters set forth herein. Prior agreements, negotiations, or understanding, if any, shall have no force or affect whatsoever on this Agreement.
- L. No assignment, delegation, transfer, or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this Agreement.
- M. If any part, term, or provision of this Agreement is held to be illegal, unenforceable, or in conflict with any applicable Federal, State, or local law or regulation, such part, term, or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.
- N. No modification, addendum, or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.
- O. Neither party shall be responsible for events beyond its reasonable control, such as acts of God, weather delays, government restrictions, or unforeseen commercial delays.
- P. The parties hereby acknowledge and agree that it is not the intent of any party this Agreement to confer any rights on any persons or entities other than the parties to this Agreement. No person or entity not a party to this Agreement shall have any claim or cause of action against the County or School Board for the failure of any party to perform in accordance with the provisions of this Agreement except as may be provided by law.



- Q. In the event that either party shall fail to perform any of its obligations hereunder, the other party shall deliver written notice thereof to such party specifying the nature of the failure with reasonable detail. Upon receipt thereof, such party shall forthwith proceed to correct any such failure to perform and shall be allowed reasonable time to do so.
- R. Any failure or refusal of either party to enforce any term or condition hereof shall not be any waiver thereof, or any waiver of any right to enforce any term or condition in the tile future.
- S. 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, or in the case of federal law, the Middle District of Florida, Tampa, Florida.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

(SEAL)

ATTEST:

PASCO COUNTY

PAULA S. O'NEIL, Ph.D., CLERK &
COMPTROLLER

CHAIRMAN

(SEAL)

ATTEST:

DISTRICT SCHOOL BOARD OF PASCO COUNTY

BOARD CLERK

KURT S. BROWNING, SUPERINTENDENT

SCHOOL BOARD CHAIRMAN

