



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

### Purchasing Services

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](mailto:mwoodall@pasco.k12.fl.us)

June 4, 2013

### MEMORANDUM

**TO:** Honorable School Board Members

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

**RE:** **Cooperative Educational Service Agreement**  
Youth and Family Alternatives, Inc. - Caring School Community (CSC)

The School District has numerous cooperative educational service agreements with various facilities in order to allow for students at the Department of Juvenile Justice Program in Pasco County to participate in educational services for the 2013-2014 school year.

The District must fulfill its constitutional obligation to educate the children of compulsory school age. It has been determined that certain children need alternative programs, setting and/or strategies to achieve their education goals. According to Section 1003.52, Florida Statutes, the District has the authority to engage in contractual relationship with nonprofit corporations and governmental agencies, which have been formed for the purpose of providing a cooperative educational service to the District.

At this time, we respectfully request your approval to enter into the agreement with the above-referenced facility. This contract has been reviewed and approved by the School District's attorney, Nancy McClain Alfonso on May 16, 2013.

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

MJW/dam  
Attachment

Date/Time: May 29, 2013 08:59:00



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Office for Career and Technical Education  
Ramon I. Suarez, Supervisor  
(813) 794-2209 Fax: (813) 794-2799  
(727) 774-2204 TDD: (813) 794-2484  
(352) 524-2209 E-mail: rsuarez@pasco.k12.fl.us

MEMORANDUM  
GEP-019 12/13

May 20, 2013

To: Michael J. Woodall, Purchasing Agent

From: Ramon Suarez, Supervisor- Office For Career and Technical Education *RS*  
Rob Aguis, Director- Office For Career and Technical Education *RA*

Subject: 2013-2014 Agreement for Educational Services Between the District School Board of Pasco County and Youth and Family Alternatives, Inc.

**Introduction:**

The District School Board has maintained a cooperative agreement with Youth and Family Alternatives, Inc.

**Description:**

The District must fulfill its constitutional obligation to educate the children of compulsory school age. It has been determined that certain children need alternative programs, setting and/or strategies to achieve their educational goals. According to Section 1003.52, Florida Statutes, the District has the authority to engage in a contractual relationship with nonprofit corporations, which have been formed for the purpose of providing a cooperative educational service to the District.

**Action Requested:**

Approval of the Cooperative Agreement between the District School Board of Pasco County and Youth and Family Alternatives, Inc.

**Recommendations:**

The staff respectfully requests the approval of the Cooperative Agreement between the District School Board of Pasco County and Youth and Family Alternatives, Inc.

RS:mlr

**AGREEMENT**

**between**

**DISTRICT SCHOOL BOARD OF PASCO COUNTY**

**and**

**YOUTH AND FAMILY ALTERNATIVES, INC.  
CARING SCHOOL COMMUNITY PROGRAM**

This agreement, dated June 1, 2013, is by and between the District School Board of Pasco County, Florida, hereinafter referred to as "The School Board" and Youth and Family Alternatives, Inc., hereinafter referred to as "Y.F.A."; such program of prevention to be named CARING SCHOOL COMMUNITY (CSC), whose locations are identified as Pasco Elementary School and Gulfside Elementary School.

**WITNESSETH**

WHEREAS, Y. F. A. provides a wide range of prevention for children at risk of becoming chemically dependent and intervention for children experimenting with or using drugs and alcohol; and

WHEREAS, The School Board is committed to providing appropriate educational programs to prevent children from becoming at risk of drug and alcohol abuse; and

WHEREAS, the parties to this agreement desire a maximum degree of long-range cooperation and administrative planning in order to provide an effective program of educational services for children placed in this program.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The School Board shall provide transportation for the CSC students with arrival and departure times consistent with the host school hours.
2. The School Board will provide the school administrative staff who will assist in the coordination of the program's operation.
3. The School Board shall provide counselors space and classroom space at each of the CSC sites.
4. The School Board shall provide, through the host schools, Art, Music, Physical Education and school food services.
5. The School Board shall support the CSC Program with telephone service in the counselors' offices.
6. The School Board shall determine CSC Program schools, in consultation with Y. F. A.

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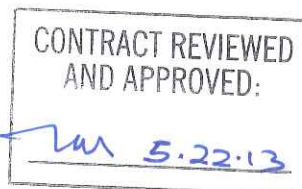
7. The day to day management of the CSC Program shall be conducted in coordination with Y. F. A.'s CSC Program Manager as described in the CSC contracts between Y. F. A. and Central Florida Behavioral Health Network, Inc.
8. All non-educational services shall be guided by the terms of the grants and contracts between Y. F. A. and Central Florida Behavioral Health Network, Inc. which provide funding for the CSC Program.
9. Y. F. A. shall provide one agency counselor at each CSC Program site pending available funding.
10. The CSC Program will serve at-risk elementary school students and their families. The program offers an opportunity for elementary students to strengthen and improve their behavior, and their social and academic skills. Special counseling and educational services are provided to the parents of CSC students. It will operate as outlined in the Graduation Enhancement and Academic Intervention Program Descriptions manual.
11. Classes shall be held during the times indicated on the school schedule.
12. The School Board's instructional calendar shall be applicable to the CSC Program. The program/ coordinator shall be responsible to Supervisor of Graduation Enhancement Programs and works in cooperation with the school/ based principals. The instructional staff is bound by the USEP agreement with the Pasco County School Board.
13. Y.F.A. agrees to comply with all rules, regulations and provisions outlined in the Civil Rights Act.
14. In the event that the instructional staff and Y. F. A. personnel are unable to agree upon a function not specified in this agreement, the Y. F. A. Program Manager and the Supervisor of Graduation Enhancement will attempt to resolve any differences which may arise under this agreement. In the event such differences cannot be resolved between the personnel described herein, any such disagreement shall be submitted to the Director of Curriculum and Instruction and the Vice President of Program and Services, Youth and Family Alternatives.
15. Neither party shall assign this agreement; however, it may be modified in writing by the parties of mutual agreement.
16. 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.



17. CERTIFICATION FOR EMPLOYEE/EMPLOYMENT BACKGROUND

- A. Y. F. A will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. Background screenings must be completed through the District School Board of Pasco County Human Resources Department. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the vendor or any employee who the vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the vendor will notify The School or District Department within 48 hours of such. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling School, District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract.
- B. Y. F. A shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. Y. F. A 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. Also, all the funds, services, materials, property, etc. inclusive in this Contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.
- C. Y. F. A agrees to indemnify and hold harmless School, District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- D. Y. F. A must provide a list of employees that will participate in this contract for fingerprinting appointments with the District's Human Resources Department. Any costs associated with the screening are the sole responsibility of the vendor, contractor, or subcontractor.

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Neither party shall assign this agreement; however, the parties may modify it in writing in mutual agreement.

This agreement is a three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period of July 1, 2013 through June 30, 2014. This agreement and subsequent renewals will be subject to final approval by the School Board.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

DISTRICT SCHOOL BOARD OF  
PASCO COUNTY

YOUTH AND FAMILY ALTERNATIVES,  
INC.

\_\_\_\_\_  
Chairman  
District School Board of Pasco County

Mary Maguire  
\_\_\_\_\_  
President and C.E.O.  
Youth and Family Alternatives

\_\_\_\_\_  
Superintendent  
District School Board of Pasco County

Paul J. Green  
\_\_\_\_\_  
Witness

CONTRACT REVIEWED  
AND APPROVED:  
lw 5.22.13

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