



Pasco County Schools

Kurt S. Browning, Superintendent of Schools
7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

COOPERATIVE AGREEMENT

Between

Business name
Street Address
City, Florida 12345

And

The District School Board of Pasco County

AGREEMENT

THIS AGREEMENT is entered between *Business Name* (hereinafter referred to as the "Sponsor") and The District School Board of Pasco County (hereinafter referred to as the "District").

WITNESSETH

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

WHEREAS, the parties desire the District'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. District's Responsibilities:

1. Provide a Transition Assistant or Job Placement/Transition Specialist on-site who will monitor student performance and provide assistance based on employee feedback. The Transition Assistant reports to the Job Placement/Transition Specialist.
2. Select students for the job training sites:
 - a. Students will be selected to participate in an off campus job training site once they have shown success and independence while participating in the on campus On-The-Job Training Program.

3. Provide periodic on-site supervision by the Job Placement/Transition Specialist.
4. Provide methods of student evaluation and assume responsibility for the final grades. Students participating in the Job Preparation Program must comply with the District's Code of Student Conduct.

B. Sponsor's Responsibilities:

1. Establish training sites within the business in conjunction with the Job Preparation Program.
2. Develop a list of tasks for each training site with the Transition Assistant or Job Placement/Transition Specialist. The students should only do additional tasks when approved by the Transition Assistant or Job Placement/Transition Specialist.
3. Provide employees who are willing to be paired with exceptional students to provide on-site training and supervision.
4. Permit observation of the program by interested groups or individuals, with prior consent of the employer.
5. Provide an opportunity for the Transition Assistant and or Job Placement/Transition Specialist to observe employees at each training site prior to student placement.

C. The District and the Sponsor comply with Title VI of the Civil Rights Act for 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 participating in the Job Preparation Program because of race, color, creed, sex, national origin or handicap.

D. The District and the Sponsor comply with The Fair Labor Standards Act (FLSA).

The following criteria apply to this agreement and ensure that students participating in the Job Preparation Program are not employees within the meaning of the FLSA:

1. The training is for the benefit of the student, even though it includes actual operation of the facilities of the Sponsor.
2. The Sponsor derives no immediate advantage from the activities of the student.
3. The student does not displace regular employees of the Sponsor.
4. The student is not automatically entitled to employment with the Sponsor at the conclusion of his/her training.

5. The Sponsor, the student, and the student's parent or guardian understand that the student is not entitled to wages for the time spent in training.
- E. The instructional schedule for the students while on-site of the Sponsor shall be planned jointly by the Transition Assistant and or Job Placement/Transition Specialist and the designated representative(s) of the Sponsor. Any changes in the instructional schedule must be approved by both parties prior to implementation of a new schedule.
 - F. The parties acknowledge that a District employee will not be directly supervising each student at all times. The Sponsor agrees to provide said direct supervision and instruction according to the training agreement developed for each student.
 - G. The District agrees to provide transportation for the students participating in the Job Preparation Program to and from the work site.
 - H. It is understood by the parties that all personnel provided by the District pursuant to this agreement are District employees subject to rules of the School Board and applicable labor contracts. The Pasco County School Board 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.
 - I. 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 and or Job Placement/Transition Specialist will have a working knowledge of the student's disability and will demonstrate the ability to effectively manage the exceptional students. The student will receive the same consideration as 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, financial responsibility for any necessary medical treatment will be that of the student or, in the case of a minor, the student's parent or guardian. No student participating in the Job Preparation Program will be discriminated against for any reasons of race, sex, religion, national origin, marital status or age.
 - J. The agreement shall be in effect upon completion of agreement and will continue year to year until either party provides a 30-day written notice of termination.
 - K. Either party may terminate the agreement at any time with or without cause upon providing a 30-day written notice to the other party, provided that the students currently participating in the Job Preparation Program are permitted to complete the Job Preparation Program.
 - a. If the Sponsor is found to be in default of this agreement and it is not in the best interest of the District to continue this agreement as a result of an unsafe environment or the possibility of endangerment to the student, the District may terminate this agreement immediately with no further obligation.

- b. Contracts canceled by the District as a result of the Sponsor's non-performance may result in exclusion from the Sponsor participating in any other similar contracts offered by the District.

- L. 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.

- M. 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.

- N. This agreement 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.

- O. **Public records compliance.** In addition to other contract requirements provided by School Board Policy or State law, the Contractor: must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:
 - a. Keep and maintain public records required by the District School Board of Pasco County (DSBPC) in order to perform the service under this agreement;
 - b. Upon request from the DSBPC's custodian of public records, provide the DSBPC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the DSBPC; and
 - d. Upon completion of the contract, transfer, at no cost, to the DSBPC all public records in possession of the contractor or keep and maintain public records required by the DSBPC to perform the service. If the contractor transfers all public records to the DSBPC upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DSBPC, upon request from the DSBPC's custodian of public records, in a format that is compatible with the information technology systems of the DSBPC.

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the DSBPC may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 7227 LAND O'LAKES BOULEVARD, LAND O'LAKES, FL 34638, lcobbe@pasco.k12.fl.us or (813) 794-2000.

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.

The District School Board of Pasco County

Specifically indicate the Sponsor's name

By: _____

By: _____

Name: Nicole Westmoreland, MBA

Name: _____

Title: Purchasing Director

Title: _____

Date: _____

Date: _____

By: _____

Name: Melissa Musselwhite

Title: Director, Office for Student Support Programs and Services

Date: _____