



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 3, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG/du-w.*

SUBJECT: ESE Cooperative Agreements
Carlton Palms Educational Center, Inc.

The School District has maintained cooperative agreements with Carlton Palms Educational Center, Inc. in order to provide educational services for ESE students. This agreement will be funded through FTE ESE funds. Please reference the attached memo from Melissa Musselwhite, Director of Exceptional Student Education, for further information regarding this agreement. Anticipated total expenditures are \$53,729.67.

At this time, we respectfully request your approval to retroactively enter into this agreement with the above-referenced facility for the 2012-2013 school year. The services and training are outlined in the agreement and are attached for your perusal. The agreement will cover July 1, 2012 through June 30, 2013.

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

KDG/dam

Attachments

Date/Time: June 26, 2012 11:57:00



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-12/13-AS-005

DATE: July 3, 2012

TO: Kendra Goodman, CPPO, CPPB, Purchasing Agent

FROM: April Stephenson, Bookkeeper, Exceptional Student Education
Melissa Musselwhite, Director of Exceptional Student Education *MM*

**RE: Cooperative Agreements - The District School Board of Pasco County And
Carlton Palms Educational Center, Inc. (2012-2013)**

The Exceptional Student Education Department is requesting School Board approval of the attached cooperative agreements between The District School Board of Pasco County and Carlton Palms Educational Center, Inc. retroactively from July 1, 2012 through June 30, 2013. Carlton Palms Educational Center, Inc. will provide educational services for three ESE students (whose initials are M. B., G. B., and K. S.) who at this time can best be served in a residential facility. The anticipated cost is \$17,909.89 per student, \$53,729.67 total.

Funding source: FTE ESE

The School Board will need to sign each cooperative agreement (two per student).

Please contact Madonna Vance at extension 42601 if you have any questions. Thank you for your assistance with this request.

MM/as

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



RECEIVED

6/15/12

Cooperative Agreement

The District School Board of Pasco County
And
Carlton Palms Educational Center, Inc.

The Agreement dated this 3rd day of July 2012 by and between The District School Board of Pasco County, Florida, hereinafter referred to as the "District," and Carlton Palms Educational Center, Inc., an AdvoServ program, hereinafter referred to as the "Contracting School."

Whereas, the Contracting School has been approved by the District as a facility conducting programs of education, training, and residential rehabilitation services for exceptional students; and

Whereas, the parties wish to provide a special program of education, training, and residential rehabilitation for an exceptional student who has met the following criteria:

1. M. B. is a resident of Pasco County, Florida, and is enrolled in the Pasco County school system.
2. M. B. has been appropriately classified as a student with a disability by the District in compliance with state statutes and all pertinent state and local school district rules and criteria.
3. An individualized educational plan (IEP) has been established for this student based on assessment results, which indicate specific educational needs, and such plan and needs are agreed upon by the parents of the student and the District.
4. After reviewing the IEP and the educational opportunities available within the Pasco County school system, the District concludes that although it can provide appropriate educational services for the student, the District agrees to provide these services as part of a treatment plan developed by the family and agency(ies).
5. Both agencies recognized the family is in a crisis situation, and a placement option could be a residential facility. This placement option would allow for both the educational and residential habilitation services.
6. **Whereas**, the District believes that the Contracting School can meet the educational, training, and residential habilitation needs of the student as outlined in the IEP, and as evidenced by the Contracting School, meeting the criteria for approval under Florida State Department of Education Rule 6A-6.0361(1), Contractual Arrangements with Nonpublic Schools.
7. **Whereas**, the parties wish to conform with all established laws, rules, and regulations for such Exceptional Student Education Programs.

CONTRACT REVIEWED
AND APPROVED:

KDG/ann 6-19-12

The District Agrees To:

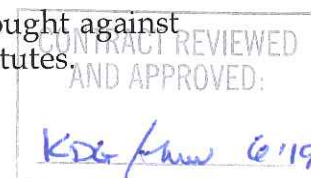
1. Adhere to District Programs and Procedures in the determination of eligibility and placement of students served in the Contracting School's Exceptional Student Education program.
2. Voucher the expenses associated with the educational expenses for the District from July 01, 2012 through June 30, 2013. The grand total of expenses for the District will not exceed \$17,909.89. For the months of July 2012 through May 2013, the expenses will not exceed \$1,492.49 per month. For the month of June 2013, the expenses will not exceed \$1,492.50. Expenses will begin on the first day of enrollment of the student.
3. Refer any complaints or grievances regarding the provision of Exceptional Student Education services which are brought to the attention of the District to the Contracting School immediately for proper actions by the Contracting School.
4. Assign liaison staff to the Contracting School to visit, consult, monitor, and evaluate the Contracting School program for compliance and congruency with the District's policies, as well as state and federal mandates and regulations. This process will be conducted in a manner consistent with professional standards and practices.
5. Reserve the right to give direction to the Contracting School on the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the Student's Individual Education Plan (IEP) and/or the census of students at the site.
6. Be responsible for program and placement monitoring.

The Contracting School Agrees To:

1. Accept the enrollment of a student who has been classified by the District as a student with a disability and provide an appropriate educational program to meet the student's needs.
2. Screen and hire certified staff in accordance with assurances to the District, and the Florida Department of Children and Families/Developmental Services. New staff will register their certification with the District Certification Office and the Professional Orientation Program Office for documentation and accountability purposes.
3. Provide adequate and necessary materials and supplies for the students in the program.
4. Provide an appropriate classroom facility and educational environment.



5. Monitor staff-student ratios to ensure that the minimum staff-student ratio necessary to provide the appropriate delivery of instruction per the student's IEP, and/or the census of students at the site, is in effect.
6. Provide the medical and/or therapeutic component for the student which may include, but not be limited to, psychiatric, psycho-social evaluations and other medical/ therapeutic services as appropriate regarding student treatment when pertinent to the educational program at no expense to the District, but in the judgment of the Contracting School.
7. Fulfill all the requirements as noted on the list of assurances of the District as listed on page two; items one through six.
8. Provide monthly attendance reports to the District and Florida Department of Children and Families/Developmental Services. The attendance report must accompany the monthly voucher in order for payment to be made by the District. A voucher and payment agreement with the Florida Department of Children and Families/ Developmental Services will be determined by separate contract.
9. Submit progress and evaluation reports on the student to the District and Florida Department of Children and Families/Developmental Services. These progress and evaluation reports shall be submitted at least quarterly. The form and the specific frequency of the reports shall be prescribed by the District in writing to the Contracting School. A summary evaluation of the student's progress shall be submitted to the District and Florida Department of Children and Families/Developmental Services within a reasonable period of time prior to renewal of the contract and must not exceed the required annual IEP review date.
10. Initiate and conduct meetings to review and revise the student's IEP. The District and Florida Department of Children and Families/Developmental Services representatives and the parent or designee must be involved in any decision about the student's IEP and agree to any proposed changes in the plan before those changes are implemented. Although the Contracting School is responsible for implementing the student's educational and residential habilitation plan, the responsibility for compliance with the State Board of Education Rules remains with the District.
11. Comply with Section 1003.573, Florida Statutes, which establishes guidelines for the use, documentation, reporting, and monitoring of seclusion and restraint for students with disabilities.
12. Comply with state laws and administrative regulations prescribing health and safety standards applicable to the Contracting School and supply to the District and Agency a copy of current certification as verification of compliance.
13. Indemnify and hold harmless the District for any claims or actions brought against the District relative to this contract, subject to Section 768.28, Florida Statutes.



14. Recognize its liability for certain tortious actions of its agents, officers, and employees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity, provided however, this provision shall not be construed as a waiver of any right of defense that the District may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.
15. Secure general liability insurance in the amount of \$1,000,000.00 and name the District as additionally insured. A copy of this policy should be filed with the District's Department of Employee Benefits.
16. Comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act (IDEA) 2004.
17. Maintain the confidentiality of student records pursuant to federal and state law.
18. Under circumstances of co-funding under separate contracts with co-funding agencies, discharge of the student because of default by a co-funding Agency shall not be a default of this contract. However, Agency as described in this contract shall be reimbursed for all unearned tuition received by Contracting School. Prior to discharge because of co-funding Agency's fault, Contracting School will give notice to Agency described in this contract in order that it may have the option of making payment on behalf of defaulting co-funder to prevent discharge.

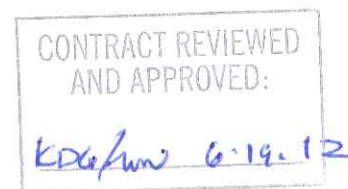
This is a fixed-fee for term, non-cost based contract.

Under circumstances of co-funding under separate contracts with co-funding agencies, discharge of the student because of default by a co-funding agency shall not be a default of this agreement. However, the District as described in this agreement shall be reimbursed for all unearned tuition received by Contracting School. Prior to discharge because of a co-funding agency's default, Contracting School will give 15 days prior written notice to the District.

The educational costs are for six hours of instruction per day for a 248 day school year.

In the event that any part, term or provision of this Agreement is by a court of competent jurisdiction found to be illegal, unenforceable, or in direct conflict with federal, state or local laws, the validity of the remaining portions and provisions shall not be affected, and the rights and obligation of the party shall be construed and enforced as if the Agreement did not contain a particular part, term or provision held to be so invalid.

This Agreement shall be amended or modified only in writing and executed by both parties.



This Agreement may be terminated by either party upon written notice of thirty (30) days. If either party terminates for convenience herein it shall not be liable for breach of contract, lost profits, or other such damages whether consequential or inconsequential.

In the event of litigation between the parties, venue shall lie in Pasco County, Florida. This Agreement shall not be assigned without the prior written consent of the non-assigning party.

In witness whereof, the parties hereto have hereunto set their hands and seals the day of the year first herein above set forth. This Agreement shall cover the period from July 01, 2012 through June 30, 2013.

**For Carlton Palms Educational
Center, Inc.**

For the District School Board of Pasco County


Director of Administrative Services

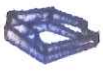
Chairman

Date

Superintendent

Reviewed and Approved By Attorney: _____


Signature _____ Date 6-19-12
Kendra Goodman, Purchasing Agent
District School Board of Pasco County



RECEIVED

10/15/12

Cooperative Agreement

The District School Board of Pasco County
And
Carlton Palms Educational Center, Inc.

The Agreement dated this 3rd day of July 2012 by and between The District School Board of Pasco County, Florida, hereinafter referred to as the "District," and Carlton Palms Educational Center, Inc., an AdvoServ program, hereinafter referred to as the "Contracting School."

Whereas, the Contracting School has been approved by the District as a facility conducting programs of education, training, and residential rehabilitation services for exceptional students; and

Whereas, the parties wish to provide a special program of education, training, and residential rehabilitation for an exceptional student who has met the following criteria:

1. G. B. is a resident of Pasco County, Florida, and is enrolled in the Pasco County school system.
2. G. B. has been appropriately classified as a student with a disability by the District in compliance with state statutes and all pertinent state and local school district rules and criteria.
3. An individualized educational plan (IEP) has been established for this student based on assessment results, which indicate specific educational needs, and such plan and needs are agreed upon by the parents of the student and the District.
4. After reviewing the IEP and the educational opportunities available within the Pasco County school system, the District concludes that although it can provide appropriate educational services for the student, the District agrees to provide these services as part of a treatment plan developed by the family and agency(ies).
5. Both agencies recognized the family is in a crisis situation, and a placement option could be a residential facility. This placement option would allow for both the educational and residential habilitation services.
6. **Whereas**, the District believes that the Contracting School can meet the educational, training, and residential habilitation needs of the student as outlined in the IEP, and as evidenced by the Contracting School, meeting the criteria for approval under Florida State Department of Education Rule 6A-6.0361(1), Contractual Arrangements with Nonpublic Schools.
7. **Whereas**, the parties wish to conform with all established laws, rules, and regulations for such Exceptional Student Education Programs.

CONTRACT REVIEWED
AND APPROVED:

KDIE June 6 2012

The District Agrees To:

1. Adhere to District Programs and Procedures in the determination of eligibility and placement of students served in the Contracting School's Exceptional Student Education program.
2. Voucher the expenses associated with the educational expenses for the District from July 01, 2012 through June 30, 2013. The grand total of expenses for the District will not exceed \$17,909.89. For the months of July 2012 through May 2013, the expenses will not exceed \$1,492.49 per month. For the month of June 2013, the expenses will not exceed \$1,492.50. Expenses will begin on the first day of enrollment of the student.
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The Contracting School Agrees To:

1. Accept the enrollment of a student who has been classified by the District as a student with a disability and provide an appropriate educational program to meet the student's needs.
2. Screen and hire certified staff in accordance with assurances to the District, and the Florida Department of Children and Families/Developmental Services. New staff will register their certification with the District Certification Office and the Professional Orientation Program Office for documentation and accountability purposes.
3. Provide adequate and necessary materials and supplies for the students in the program.
4. Provide an appropriate classroom facility and educational environment.

CONTRACT REVIEWED
AND APPROVED:
KD/G/AM 6-19-12

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11. Comply with Section 1003.573, Florida Statutes, which establishes guidelines for the use, documentation, reporting, and monitoring of seclusion and restraint for students with disabilities.
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13. Indemnify and hold harmless the District for any claims or actions brought against the District relative to this contract, subject to Section 768.28, Florida Statutes.

CONTRACT REVIEWED
AND APPROVED:
KDG/MCW. 6/18/22

14. Recognize its liability for certain tortious actions of its agents, officers, and employees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity, provided however, this provision shall not be construed as a waiver of any right of defense that the District may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.
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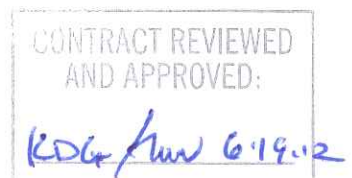
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The educational costs are for six hours of instruction per day for a 248 day school year.

In the event that any part, term or provision of this Agreement is by a court of competent jurisdiction found to be illegal, unenforceable, or in direct conflict with federal, state or local laws, the validity of the remaining portions and provisions shall not be affected, and the rights and obligation of the party shall be construed and enforced as if the Agreement did not contain a particular part, term or provision held to be so invalid.

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This Agreement may be terminated by either party upon written notice of thirty (30) days. If either party terminates for convenience herein it shall not be liable for breach of contract, lost profits, or other such damages whether consequential or inconsequential.

In the event of litigation between the parties, venue shall lie in Pasco County, Florida. This Agreement shall not be assigned without the prior written consent of the non-assigning party.

In witness whereof, the parties hereto have hereunto set their hands and seals the day of the year first herein above set forth. This Agreement shall cover the period from July 01, 2012 through June 30, 2013.

**For Carlton Palms Educational
Center, Inc.**

For the District School Board of Pasco County


Director of Administrative Services

Chairman

Date

Superintendent

Reviewed and Approved By Attorney: _____



Signature Date 6.19.12
Kendra Goodman, Purchasing Agent
District School Board of Pasco County



RECEIVED

6/15/12 *per*

Cooperative Agreement

The District School Board of Pasco County
And
Carlton Palms Educational Center, Inc.

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1. K. S. is a resident of Pasco County, Florida, and is enrolled in the Pasco County school system.
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3. An individualized educational plan (IEP) has been established for this student based on assessment results, which indicate specific educational needs, and such plan and needs are agreed upon by the parents of the student and the District.
4. After reviewing the IEP and the educational opportunities available within the Pasco County school system, the District concludes that although it can provide appropriate educational services for the student, the District agrees to provide these services as part of a treatment plan developed by the family and agency(ies).
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CONTRACT REVIEWED
AND APPROVED:

R.D.G./m 6-19-12

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CONTRACT REVIEWED
AND APPROVED:
KDG/mw 6-19-12

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REVIEWED
AND APPROVED:
KDG/MW 6-19-02

14. Recognize its liability for certain tortious actions of its agents, officers, and employees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity, provided however, this provision shall not be construed as a waiver of any right of defense that the District may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.
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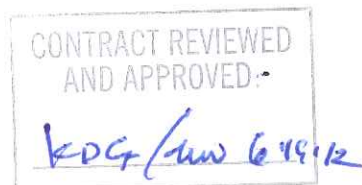
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In the event of litigation between the parties, venue shall lie in Pasco County, Florida. This Agreement shall not be assigned without the prior written consent of the non-assigning party.

In witness whereof, the parties hereto have hereunto set their hands and seals the day of the year first herein above set forth. This Agreement shall cover the period from July 01, 2012 through June 30, 2013.

**For Carlton Palms Educational
Center, Inc.**

For the District School Board of Pasco County


Director of Administrative Services

Chairman

Date

Superintendent

Reviewed and Approved By Attorney: _____


Signature _____ Date 6.14.12
Kendra Goodman, Purchasing Agent
District School Board of Pasco County