



# 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](http://www.pasco.k12.fl.us)

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## 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](mailto:kgoodman@pasco.k12.fl.us)

October 18, 2011

## MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Human Resources Cooperative Agreement  
Jones International University

The attached agreement with Jones International University is designed to allow the District School Board of Pasco County to host final interns in its schools. Please reference the attached memo from Ms. Patricia Sinclair, Supervisor of Human Resources, for further information regarding this agreement.

At this time, we respectfully request your approval to enter into this agreement with the above-referenced facility for a period of one year, beginning the date of board approval. There is no cost to the district associated with this agreement. This contract format & content was reviewed and approved by the School District's Attorney, Nancy Alfonso on June 8, 2011.

Should you have any questions regarding this matter, please contact Ms. Patricia Sinclair, Supervisor of Human Resources. If you have any purchasing related questions regarding this agreement, please feel free to contact me at your earliest convenience.

KDG/dp

Attachments

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District Wide Accreditation • Southern Association of Colleges and Schools

Date/Time: October 12, 2011 09:00:00



## District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Florentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

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Department of Human Resources  
Melissa Musselwhite, Director  
813/794-2355 FAX: 813/794-2171  
727/774-2355 TDD: 813/794-2484  
352/524-2355

Skeptember 29, 2011

TO: Kendra Goodman, Director of Purchasing  
FROM: Patricia Sinclair, Supervisor of Human Resources *PS*  
RE: Jones International University Student Teaching Agreement

The Student Teaching Agreement between Jones International University and the District School Board of Pasco County Schools has been entered at no cost to the district. The District will host final interns in its schools.

Jones International University is accredited by the Higher Learning Commission and a member of the North Central Association, one of six regional accrediting bodies in the United States.



RECEIVED

9/29/11 *Sam*

W9 ✓ NE ✓ CB ✓

(DM27088)

COOPERATIVE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 26th day of September, 2011 ("Effective Date") by and between Jones International University® on behalf of its School of Education ("JIU") and Pasco County School District (hereinafter referred to as the "Field Placement Site").

WHEREAS, JIU seeks to provide students of JIU's School of Education ("Students") with experience in a setting in which the Students, while under appropriate supervision, learn to apply the methods, skills and standards of licensed professionals.

WHEREAS, the Field Placement Site seeks to obtain the assistance of Students and also to establish relationships with and contribute to the education of future licensed professionals.

WHEREAS, JIU and the Field Placement Site intend to offer field experiences to Students to support the Students' development of applicable knowledge, dispositions, and performances in a variety of settings.

WHEREAS, the parties desire and intend by this Agreement to set forth the terms and conditions of engaging in a cooperative program through which the Students may obtain appropriate field experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, JIU and the Field Placement Site agree as follows:

1. Rights and Responsibilities of JIU.

A. JIU shall determine eligibility of Students to participate in the field experience.

B. The placement of Students shall be accomplished on a cooperative basis involving both JIU and the Field Placement Site including jointly defined qualifications for Students entering the field experience. JIU will provide advance information to the Field Placement Site concerning the names of Students and dates for the field experiences to allow the Field Placement Site time and opportunity to reasonably accommodate the Students.

C. JIU reserves the right to decline the services of any Field Placement Site's cooperating staff member, if any, subject to the non-discrimination provisions in Section 6.

D. JIU may, at any time, terminate or change the assignment of any Student. Prior to doing so, JIU shall make reasonable efforts to consult with all parties concerned regarding reasons for termination or changes in assignment. JIU will provide the Field Placement Site written notification of such termination or change.

CONTRACT REVIEWED  
AND APPROVED:  
*Rd* 9/29/11

E. JIU will inform and explain to the Students that, during the field experience at the Field Placement Site, they will be subject to the rules and regulations of the Field Placement Site and JIU.

F. JIU, after consultation with appropriate representatives of the Field Placement Site, will plan and conduct the educational program for the Students' experiences. JIU will provide the Field Placement Site with discipline-specific goals and objectives, including prescribed minimum expectations and responsibilities for the Students, cooperating staff members, the Field Placement Site, and individuals supervising the Students.

G. JIU will provide reasonable opportunities for the staff of the Field Placement Site to participate in joint planning and evaluation of Student experiences and to participate in the development of Student schedules. The final evaluation of the Student is the responsibility of JIU, taking into consideration input from the Field Placement Site mentor teacher.

H. JIU will notify Students that they are to comply with all rules, regulations and procedures of the Field Placement Site during their field experience there.

2. **Rights and Responsibilities of Field Placement Site.**

A. The Field Placement Site will provide a suitable environment for learning experiences for Students which are planned, organized, and administered by qualified staff in conjunction with designated JIU personnel, in accordance with mutually agreed upon educational objectives and guidelines.

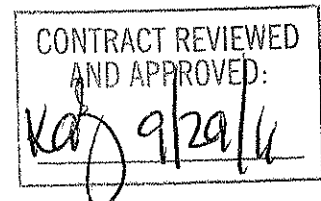
B. The Students shall be under the direct supervision of an appropriately licensed mentor teacher/staff member who is employed to teach/provide services for which license by the Board of Education is required at the Field Placement Site.

C. The Field Placement Site reserves the right to exclude any Student from its premises in the event that such Student's conduct is deemed objectionable or detrimental to the proper administration of the Field Placement Site, subject to the non-discrimination provisions in Section 6. To assist JIU in its due process obligations to Students excluded or withdrawn from the field experience, the Field Placement Site will provide written documentation of the reason(s) for the exclusion or withdrawal.

D. The Field Placement Site shall provide an environment for the field experience that supports learning in context and shall facilitate the Student's professional growth through educational assignments.

E. The Field Placement Site shall assign and designate a point of contact that is to be responsible for planning and administering the field experience.

F. The Field Placement Site shall provide adequate facilities, equipment and supplies to meet the educational objectives of the field experience.



G. Students shall not be used as a replacement for teachers, administrators or any other staff member of the Field Placement Site.

H. The Field Placement Site expressly acknowledges that Student education records are protected by the Family and Educational Rights and Privacy Act, and that Student permission must be obtained before releasing specific Student data to anyone other than JIU.

3. Additional Terms and Conditions. The terms and conditions set forth on Attachment A are incorporated by reference into this Agreement.

4. Compensation.

A. For a mentor teacher who satisfactorily serves as a mentor teacher for a Student for the student teacher field experience, JIU agrees to compensate the mentor teacher as follows: \$100 per student teaching course (a total two (2) courses per student teacher field experience).

B. Upon completion of the student teaching assignments, JIU will make payment for a mentor teacher's services within a reasonable time after receipt of written evidence from the Field Placement Site that a mentor teacher has satisfactorily served as a mentor teacher for a Student.

C. The Field Placement Site shall direct the mentor teacher assigned to serve as a mentor teacher for a Student to provide JIU appropriate documentation, including social security numbers and citizenship verification, when direct payment is made to mentor teachers.

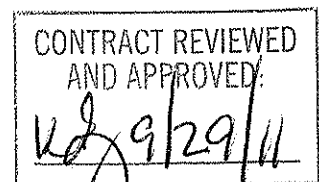
D. No compensation will be provided to the Field Placement Site or any cooperating staff member for any field experience other than those specifically provided for herein.

5. Term; Termination; Notices.

A. This Agreement shall commence on the Effective Date and, unless earlier terminated as set forth herein, shall remain in full force and effect for a period of one (1) year. Thereafter, the Agreement may be renewed for successive one (1) year terms by mutual written agreement of the parties.

B. This Agreement may be terminated for any reason by either party upon thirty (30) days prior written notice. Should notice of termination be given, Students assigned to the Field Placement Site shall be allowed to complete any previously scheduled field experience then in progress at the Field Placement Site.

C. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered either in person, by a recognized overnight courier service, by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested, and



addressed as set forth below or to such other address as shall be given in accordance with this Section, and shall be effective upon receipt:

If to JIU: Jones International University, Ltd.  
9697 East Mineral Avenue  
Centennial, Colorado 80112  
Attention: Chief Academic Officer  
Facsimile: (303) 784-8579

With a copy to: Jones International University, Ltd.  
9697 East Mineral Avenue  
Centennial, Colorado 80112  
Attention: Legal Department  
Facsimile: (303) 799-1644

If to Field Placement Site: Pasco County School District  
7227 Land O' Lakes Boulevard  
Land O' Lakes, FL 34638  
Attention: Sue Stidham  
Facsimile: (813) 794-2171

6. **Non-Discrimination.** Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Agreement. Neither party will discriminate against any student on the basis of race, national origin, color, religious belief, sex, age, marital status, affectional or associational preference, or disability.

7. **Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of Florida, without applying conflict of laws principles.

8. **Entire Agreement.** This Agreement, including Attachment A, constitutes the entire understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any modifications or amendments to this Agreement shall be in writing and agreed to by the parties.

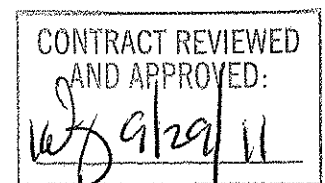
IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement.

JONES INTERNATIONAL UNIVERSITY, LTD.

By:   
Lynn W. Payne, Ph.D.  
Chief Academic Officer

Attachment "A" incorporated  
herein  
KJg

Page 4 of 6



PASCO COUNTY SCHOOL DISTRICT

By: Melissa Musselwhite  
Name: Melissa Musselwhite  
Title: Director of Human Resources

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Chairman, District School Board Pasco County Date

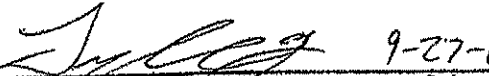

CONTRACT REVIEWED  
AND APPROVED:  
WJ 9/29/11

Attachment A -- Jones International University

- A) This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should Jones International University cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, Jones International University shall refund all monies (including deposits) to the School Board.
- In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and Jones International University shall refund all monies (including deposits) to the School Board within thirty (30) calendar days.
- B) As provided for under common law, and to the extent specifically authorized by Section 768.26, Florida Statutes, Jones International University hereby agrees to indemnify and hold the District 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 (vendor name) and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.
- C) **Termination of Contract:** This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
- D) 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.
- E) This contract is governed by the laws put forth by the State of Florida.
- F) The School Board normally issues payment for services within 30 days from receipt of invoices, provided the services have been received in a satisfactory and proper manner. No advance payments will be made.
- G) The company and/or individual shall remain independent and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
- H) Jones International University shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this Contract.
- I) Jones International University shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. Jones International University 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.
- J) Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource Department prior to commencement of services or work.

  
\_\_\_\_\_  
Jones International University      Date

  
\_\_\_\_\_  
Kendra Goodman, CPPB      Date  
Purchasing Agent  
District School Board of Pasco County

  
\_\_\_\_\_  
School Department Administrator      Date  
  
Up-dated 10/13/09

9/29/11

\_\_\_\_\_  
Chairman,      Date  
District School Board Pasco County