



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
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November 22, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Cooperative Agreement with the City of Zephyrhills - Zephyrhills Fire Rescue

The attached Cooperative Agreement with the City of Zephyrhills – Zephyrhills Fire Rescue will allow students in the Pasco County Health Occupations Program to participate in an internship experience which will provide them with opportunities to apply their skills mastered in the classroom to a real-life work setting. Please reference the attached memorandum from Mr. Rob Aguis, Director of Community, Career & Technical Education, for further information regarding these agreements.

At this time, we respectfully request your approval to enter into these agreements with the City of Zephyrhills – Zephyrhills Fire Rescue. There is no cost to the District associated with the agreements. The agreement with the City of Zephyrhills – Zephyrhills Fire Rescue was reviewed and approved by the School District's Attorney, Nancy Alfonso, on October 24, 2011.

Should you have any questions regarding this matter, please contact Mr. Rob Aguis, Director of Community, Career & Technical Education. If you have any purchasing related questions regarding this agreement, please feel free to contact me at your earliest convenience.

KDG/dr

Attachments



District School Board of Pasco County

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

Heather Fiorentino, Superintendent

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Department of Community, Career and Technical Education
Robert J. Aguis, Director
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MEMORANDUM CCTE-045-11/12

November 22, 2011

To: Kendra Goodman, Purchasing Agent

From: Rob Aguis, Director of Community, Career & Technical Education *RA*

Subject: **Cooperative Agreement with City of Zephyrhills-Zephyrhills Fire Rescue**

Description:

Approval is requested for a Cooperative Agreement with City of Zephyrhills-Zephyrhills Fire Rescue to allow students in the Pasco County Health Occupations Program to participate in an internship experience with learning opportunities determined by the instructor and agreed upon by City of Zephyrhills-Zephyrhills Fire Rescue. These learning experiences will be non-paid and will be done with the direction and guidance of the program instructor. The internship provides students in the Health Occupations Program with opportunities to apply skills mastered in the classroom in a real-world work setting.

Action Requested:

School Board approval of this agreement on November 22, 2011.

Recommendations:

The staff respectfully requests approval of the cooperative agreement with City of Zephyrhills-Zephyrhills Fire Rescue.

RA:rmh

Attachments



RECEIVED
11/9/11 Dan

COOPERATIVE AGREEMENT
BETWEEN

City of Zephyrhills-Zephyrhills Fire Rescue
5335 8th Street
Zephyrhills, FL 33542

and

THE DISTRICT SCHOOL BOARD OF PASCO COUNTY

for

Providing Program Experiences for Emergency Medical Responder Students

I. PARTICIPATING AGENCIES:

The participating agencies in this agreement are City of Zephyrhills-Zephyrhills Fire Rescue and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the Administration, City of Zephyrhills-Zephyrhills Fire Rescue (facility) and the District School Board of Pasco County (school), that City of Zephyrhills-Zephyrhills Fire Rescue will provide facilities and accept students from the Pasco County Emergency Medical Responder Program for student Ride-Along Program experiences, in accordance with the provisions set forth in this agreement.

III. GENERAL PROVISIONS OF THE AGREEMENT:

1. The District School Board of Pasco County shall be responsible for the formal classroom education of the student.
2. The students will observe the duties of the employees of the facility while at the site, and will perform only those competencies agreed upon by the Director of the facility or his/her designee and the instructor.
3. The District School Board of Pasco County 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.
4. The student will be responsible for providing his/her own lunch during the experience.
5. The student will be responsible for providing his/her own transportation during the experience.
6. Under this agreement, the facility provides opportunities for practical experiences, but maintains responsibility for the care and treatment of its clients/employees.

CONTRACT REVIEWED
AND APPROVED:

Kdy 11-10-11

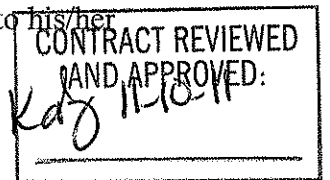
7. The District School Board of Pasco County will provide professional liability coverage for each student, the instructor, and the school in the amount of \$1,000,000 each incident or occurrence and \$3,000,000 in the aggregate.
8. Student must provide evidence of current physical examination indicating that he/she is in good health and free of any communicable disease or any ailment which would hinder, in any way, the performance of his/her duties. A negative chest x-ray, or T.B. skin test is required as a part of this examination.
9. District School Board of Pasco County will conduct background checks on students prior to entering Ride-Along Program. Should the background check disclose adverse information as to any student, District School Board of Pasco County will remove said student from the program.
10. If the administration of the facility has a complaint about the program or an individual student, it should bring it to the attention of the instructor.

IV. THE SCHOOL'S RESPONSIBILITY:

1. To maintain minimum standards required and adhere to the Program Standards and Curriculum Frameworks for each program as specified by the Florida Department of Education.
2. Students participating in the program must comply with the District School Board's Code of Student Conduct while involved in the program.
3. To provide concurrent related classroom instruction (formal and informal), as needed to meet the objectives of the program.
4. To maintain individual records of class and clinical instruction, and to evaluate the competency of each student.
5. To prepare and submit to the administrator of the facility a schedule of training. The schedule will indicate the exact hours each student will attend the facility and will be posted. Any change in the schedule must be approved, in advance, and initialed by the facility's administrator or his/her designee.
6. To provide identification (name tags and/or program patches) for each student trainee.
7. Students understand that this training does not guarantee employment at the facility.

V. THE FACILITY'S RESPONSIBILITY:

1. To allow the instructor and students to work with an assigned employee of the facility while performing their duties, in accordance with the agreed upon schedule.
2. To insure that any employee to which a student is assigned/supervised by has been screened with the appropriate background check as part of his/her employment and/or through the professional license/certification process related to his/her position.



3. Provide a copy of the work schedule of the facility's employees assigned to mentor students so that the instructor knows where each student is at all times.
4. To include members of the faculty of the school in facility meetings when policies to be discussed will affect or are related to the Emergency Medical Responder program.
5. The facility reserves the right to request the District School Board of Pasco County to withdraw any student from its facilities whose conduct is not in accordance with acceptable standards of performance, in the opinion of the facility's administrator.

VI. JOINTLY, EACH AGENCY WILL:

1. Be responsible for the orientation of the instructor and to initiate conferences between the instructor, and administrator(s) whenever there is a need.
2. Provide feedback on the experience.
3. Share and assist in the supervision and guidance of students.

VII. MODIFICATION OF THE AGREEMENT:

Modification of this agreement shall be made by mutual consent of both parties. A memorandum noting the modifications shall be attached to this agreement and shall include the date and signature of both parties agreeing to it.

VIII. DISCONTINUANCE OF AGREEMENT:

The cooperative agreement may be terminated when it is the best interest of the District with 30 days written notice. Agreements canceled by one party because of non-performance by the other may result in the non-performing party's exclusion from participation on any other similar agreement. Agreements canceled because of nonperformance will be excluded from future business with the District for the full term of the agreement plus one year.

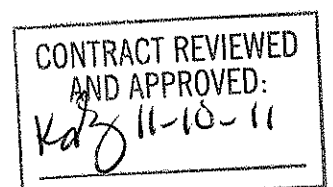
IX. RENEWAL OF AGREEMENT:

The cooperative agreement covers the period from November 22, 2011 through November 21, 2012. This agreement and subsequent renewals will be subject to final approval by the School Board. Any mutually agreed upon changes will be by written amendments and will be effective at the beginning of the renewal date(s).

X. VENUE:

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.

XI. HOLD HARMLESS:



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 acting within the course and scope of his/her employment and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party acting within the course and scope of his/her employment. It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28 (5), Florida Statute.

XII. FORCE MAJEURE:

This contract 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.

XIII. CIVIL RIGHTS:

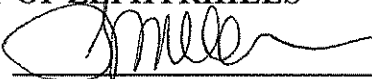
The School and the Facility complies with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and related regulations, assures that it does not and will not, discriminate against any student who is participating in a work-based experience program because of race, color, creed, sex, national origin or handicap.

XIV. COPIES OF THIS AGREEMENT:

Copies of this agreement shall be placed on file, and be available to the following:

1. Administrator, City of Zephyrhills
2. Supervisor, Career and Technical Education
3. Emergency Medical Responder Instructor

CITY OF ZEPHYRHILLS

By:  _____

Print Name: JODI WILKESON

Date: 11-7-2011

DISTRICT SCHOOL BOARD OF PASCO COUNTY

By: _____

Print Name: _____

Date: _____

Signed and sealed in the presence of: _____

CONTRACT REVIEWED
AND APPROVED:
