



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

July 2, 2013

MEMORANDUM

TO: Honorable School Board Members

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

RE: Student Support Programs and Services Department – Cooperative Agreement
Beef O' Bradys's – Wesley Chapel
First Year of Three-Year Agreement

The School District has numerous cooperative agreements with various facilities in order to provide job training experiences for high school ESE students. They are at no costs to the District. Please reference the attached memo from Melissa Musselwhite, Director of Student Support Programs and Services Department. This agreement was reviewed and approved on May 23, 2013 by Nancy Alfonso, School Board Attorney.

At this time, we respectfully request your approval to enter into the first year of the three-year agreement with the above-referenced agency. The agreement is renewable annually based on mutual agreement of both parties. The services and training are outlined in the agreement and is attached for your perusal. The first year renewal will commence upon Board approval and continue through June 30, 2014.

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

MJW/dam

Attachments

Date/Time: June 25, 2013 08:45:00



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Office for Student Support Programs and Services
April Stephenson, Bookkeeper
813/794-2764 727/774-2764
352/524-2764 Fax: 813/794-2117
e-mail: astephen@pasco.k12.fl.us

MEMORANDUM
ESE-13/14-AS-004

DATE: July 2, 2013

TO: Michael J. Woodall, CPPO, Purchasing Agent

FROM: April Stephenson, Bookkeeper of Student Support Programs and Services
Melissa Musselwhite, Director of Student Support Programs and Services (WV)

RE: **Cooperative Agreement (2013-2014) (Year 1 of 3)**
Contract # 2013000998

The Office for Student Support Programs and Services is requesting School Board approval of the attached cooperative agreement with Beef O' Brady's (located at 1660 Bruce B. Downs Boulevard in Wesley Chapel). They will provide training experiences for high school ESE students. By doing so it will allow us to continue our job training program opportunities for ESE students identified in Transition Individual Education Plans.

At this time we are requesting permission to enter into year one. Year one will commence upon Board approval and continue through June 30, 2014.

Cost: \$0.00

Please contact Holly Rockhill at extension 42852 if you have any questions. Thank you for your assistance with this request.

MM/as



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AGREEMENT #12-DISTRICT SCHOOL BOARD OF PASCO COUNTY-13/14 Upon Board Approval through June 30, 2014

COOPERATIVE AGREEMENT BETWEEN

Beef O' Brady's
1660 Bruce B. Downs Boulevard
Wesley Chapel, FL 33543-4131

AND

THE SCHOOL BOARD OF PASCO COUNTY FOR EXCEPTIONAL STUDENTS

AGREEMENT

THIS AGREEMENT is entered between *Beef O' Brady's*, hereinafter referred to as "Sponsor," and The District School Board of Pasco County, Florida, hereinafter referred to as the "Board."

WITNESSETH

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

WHEREAS, the parties desire the Board'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. The Board shall provide the Sponsor the following:
1. Provide a Transition Assistant 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.
 3. Provide periodic on-site supervision by the Job Placement/Transition Specialist.

CONTRACT REVIEWED
AND APPROVED:

W.S. 29.13

4. Provide methods of student evaluation and to assume responsibility for the final grades of the students. Students participating in this program must comply with the District's Code of Student Conduct.

B. The Sponsor shall provide the Board the following:

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. The students should only do additional tasks when approved by the Transition Assistant.
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 to observe employees at each training site prior to student placement.

C. The Board and 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 who is a potential employee in the on-the-job training program because of race, color, creed, sex, national origin or handicap.

D. The Board and Sponsor comply with The Fair Labor Standards Act (FLSA). The following criteria apply to this agreement and ensure that students enrolled in the 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 employer, student, and parent(s) 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 Sponsor shall be planned jointly by the Transition Assistant and the designated representative(s) of 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 Board 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. Board agrees to provide transportation for the students enrolled in the program to and from the work site.
- H. It is understood by the parties that all personnel provided by the Board pursuant to this agreement are Board 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 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 in this education program will be discriminated against for any reasons of race, sex, religion, national origin, marital status or age.
- J. The intent of this Agreement is to establish a contract with the **first term beginning upon Board approval and continuing through June 30th of 2014 with two subsequent one-year renewals beginning July 1st of 2014 continuing through June 30th of 2015 and the third year beginning July 1st of 2015 and continuing through June 30th of 2016** based upon mutual agreement and final approval by The School Board. Either party may terminate the Agreement at any time with or without cause upon thirty (30) days notice to the other party, provided that the students currently enrolled in the program are permitted to complete the program. If the Sponsor is found to be in default of this contract and it is not in the best interest of the School Board to continue this



Agreement as a result of an unsafe environment or the possibility of endangerment to the student, the School Board may terminate this Agreement immediately with no further obligation.

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 any public school in Pasco County, Florida. Contracts canceled because of the Sponsor's non-performance will exclude the Sponsor from participating in future sponsorship agreements with the District for the full term of the contract plus one additional year.

- K. 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.
- L. 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.
- M. 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.

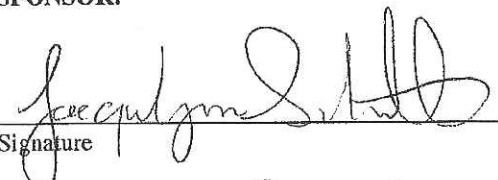
IN WITNESS THEREOF, the parties have caused this Agreement to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

**THE SCHOOL BOARD
OF PASCO COUNTY:**

Kurt S. Browning, Superintendent

School Board Chairman

SPONSOR:



Signature

Brenna Boyette

Print Name

General Manager

Title