



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 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 31, 2012

MEMORANDUM

TO: Honorable School Board Members

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

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

The School District has maintained a cooperative agreement with Carlton Palms Educational Center, Inc. in order to provide educational services for an ESE student. The 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 \$17,909.89.

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

Should you have any questions regarding this matter, please contact Melissa Musselwhite. If you have any purchasing related questions regarding this agreement, please contact me at your earliest convenience.

KDG/dr

Attachments

Date/Time: July 31, 2012 15:22:00



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-018

DATE: July 31, 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 Agreement - The District School Board of Pasco County And
Carlton Palms Educational Center, Inc. (August 01, 2012-June 30, 2013)**

The Exceptional Student Education Department is requesting School Board approval of the attached cooperative agreement between The District School Board of Pasco County and Carlton Palms Educational Center, Inc. from August 01, 2012 through June 30, 2013. Carlton Palms Educational Center, Inc. will provide educational services for one ESE student (whose initials are T. M.) who at this time can best be served in a residential facility. The anticipated cost is \$17,909.89.

Funding source: FTE ESE

The School Board will need to sign both cooperative agreements.

Please contact Melissa Musselwhite at extension 42600 if you have any questions. Thank you for your assistance with this request.

MM/as

xc: John Mann, Ed.D., Assistant Superintendent for Curriculum and Instructional Services
Madonna Vance, ESE Department

Cooperative Agreement

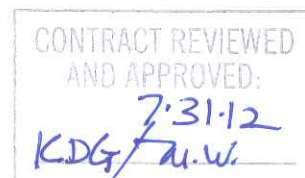
The District School Board of Pasco County
And
Carlton Palms Educational Center, Inc.

The Agreement dated this 31st 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. T. M. is a resident of Pasco County, Florida, and is enrolled in the Pasco County school system.
2. T. M. 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.



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 August 01, 2012 through June 30, 2013. The grand total of expenses for the District will not exceed \$17,909.89. For the months of August 2012 through May 2013, the expenses will not exceed \$1,628.17 per month. For the month of June 2013, the expenses will not exceed \$1628.19. 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.

CONTRACT REVIEWED
AND APPROVED:
7.31.12
KDG/m.w.

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.



