



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

August 21, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Pasco Hernando Community College
Cooperative Agreement

The attached cooperative agreement between the Pasco Hernando Community College and the District's Exceptional Student Education Department is being forwarded to the Board for approval. Both parties wish to partner together to provide transition services to students with disabilities between the ages of 18-22. The goal of the program is to provide college experiences with age-appropriate peers. The Student Transition Experience Program at PHCC East offers students with opportunities to participate in college classes and activities with needed modifications and support. Students may also pursue on-the-job training in their area of interest if available. A School Board employee will be on campus to supervise the students. There will be no charge to the District for these services. This agreement has been reviewed and approved by Nancy Alfonso, School Board Attorney on May 21, 2012.

At this time, we respectfully request your approval to enter into this agreement. The term date of this agreement is August 22, 2012 through June 30, 2013. If you should have any questions regarding this matter, please contact me at your earliest convenience.

KDG/sb
Attachments

Date/Time: August 15, 2012 09:11:00



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-007

DATE: August 21, 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 Between Pasco-Hernando Community College And The District School Board of Pasco County (2012-2013) (Year 1 of 3)**

The Exceptional Student Education Department is requesting School Board approval of the attached Cooperative Agreement Between **Pasco-Hernando Community College** and The District School Board of Pasco County. Both parties wish to partner together to provide transition services to students with disabilities ages 18-22. The goal of the program is to provide college experiences with age-appropriate peers. The Student Transition Experience Program at PHCC East (S.T.E.P.P.E) offers students an opportunity to participate in college classes and activities with needed modifications and supports. Students may also pursue on-the-job training in their area of interest if available. A School Board employee will be on campus to supervise the students. There is no dollar amount associated with this cooperative agreement.

The School Board will need to sign both cooperative agreements.

Please contact Holly Rockhill at extension 42852 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
Holly Rockhill, ESE Department
Gary Sawyer, Director of Transportation



RECEIVED
7/30/12 Dan

Cooperative Agreement
Between

Pasco-Hernando Community College

And

*The School Board of Pasco County
For
Exceptional Students*

AGREEMENT

THIS AGREEMENT is entered into between Pasco-Hernando Community College, hereinafter referred to as the " Provider," and The District School Board of Pasco County, Florida, hereinafter referred to as "The Board."

WITNESSETH

WHEREAS, the Board and the Provider mutually desire to provide students with disabilities, hereinafter referred to as "exceptional students" with an educational program at an age appropriate setting; and

WHEREAS, the parties wish to provide a special program of education and training for exceptional students who have not earned a standard diploma, remain eligible for educational services and meet the following criteria:

- Be at least 18 years old
- Have earned a Special Diploma or Special Certificate of Completion
- Need on-the job training as an appropriate service as indicated in the Transition Individual Education Plan (TIEP)
- Exhibit socially appropriate behavior and conduct even when unsupervised
- Not have received any level 3 discipline referrals or any referrals for disruptive behavior within the past two years
- Can complete tasks and follow directions
- Must have satisfactory school attendance
- Can communicate with others
- Can perform basic personal care and other basic tasks independently without specialized services such as nursing, a behavior specialist or personal attendant
- Demonstrate ability to comply with/follow safety rules and regulations
- Are capable of navigating a university/college campus independently

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:



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A. The Board shall provide the Provider the following:

1. Provide an ESE teacher or Transition Assistant on site who will monitor student performance and provide assistance based on employer and professor feedback. The Transition Assistant reports to the ESE teacher.
2. Provide methods of student evaluation and assume responsibility for the final grades of the students. Students participating in this program must comply with the District's Code of Student Conduct. Also, while on Pasco-Hernando Community College's premises, all program students are expected to adhere to PHCC's Student Code of Conduct as stated in the PHCC Catalog/Student Handbook.
3. Provide transportation for students enrolled in the program to and from the university/college.

B. The Provider agrees to:

1. Provide the teacher with information and access to unpaid employment opportunities at the university/college for program participants.
2. Permit the Board to have access to faculty and staff members who have agreed to assist the Board in developing educational services for Board students as well as students attending Pasco-Hernando Community College who wish to collaborate with or support students.
3. Provide a telephone and computer hook-ups as needed.
4. Support the efforts of the ESE teacher as she/he solicits assistance in placement of students in various departments on campus.

C. The Board and Provider comply with the 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 because of race, color, creed, sex, national origin or handicap.

D. The Board and the Provider will 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 with the meaning of the FLSA:



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1. The training is for the benefit of the student, even though it includes actual operation of the facilities of the Provider.
 2. The Provider derives no immediate advantage from the activities of the student.
 3. The student does not displace regular employees of the Provider.
 4. The student is not automatically entitled to employment with the Provider 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 the Provider shall be planned jointly by the Transition Assistant or ESE teacher and the designated representative(s) of the Provider. Both parties prior to implementation of the new schedule must approve any changes in the instructional schedule.
- F. The parties acknowledge that a Board employee will not be directly supervising each student at all times. The Provider agrees to provide direct supervision and instruction according to the training agreement developed for each student.
- G. 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 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 polices or State Board of Education rules and law.
- H. 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 ESE teacher and Transition Assistant will have a working knowledge of the student's disability and will demonstrate the ability to effectively manage the exceptional student. 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 case of a minor, the

CONTRACT REVIEWED
AND APPROVED:
Kdy 8/1/12

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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.

- I. The intent of this Agreement is to establish a one-year contract with the first term beginning upon Board approval and continuing through June 30th of 2013 with two subsequent one-year renewals beginning July 1st of 2013 and continuing through June 30th of 2014 and the third year beginning July 1st of 2014 and continuing through June 30th of 2015 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 Provider 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 Provider participating in any other similar contracts offered by public school in Pasco County, Florida. Contracts canceled because of the Provider's non-performance will exclude the Provider from participating in future sponsorship agreements with the District for the full term of the contract plus one additional year. Performance as related to this agreement will not impact any other currently existing formal or informal agreements between the Provider and the District, particularly as related to practica, internship and field work placements.
- J. To the extent permitted by law, 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 any officer, employee, agent or other representative of the indemnified party. Nothing in this agreement shall be deemed a waiver of the either party's sovereign immunity beyond that established in Florida Statute 768.28. The parties specifically retain all protections provided in said statute, including limitations on damages and all procedural and substantive rights and protections.
- K. 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.

CONTRACT REVIEWED
AND APPROVED:
WJG 8/1/12

L. 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.

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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 first set forth above.


FOR SCHOOL BOARD
OF PASCO COUNTY:

Heather Fiorentino,
Superintendent

School Board Chairperson

Date

FOR PASCO-HERNANDO
COMMUNITY COLLEGE:



Katherine M. Johnson, Ed.D.
President

7.17.12

Reviewed and Approved by School Board Attorney: _____

Reviewed and approved as to form
and content by: SCS
General Counsel.

Date: 7/17/12

CONTRACT REVIEWED
AND APPROVED:
