



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

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May 20, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *NW*

SUBJECT: Millennium Academy Articulation Agreement
Contract #2014001717

Marchman Technical Education Center (MTEC) is requesting approval of the attached agreement with Millennium Academy. This agreement offers the opportunity for 11th and 12th grade Millennium students to attend MTEC to master technical skills offered through MTEC programs. Please reference the attached memo from Kimberly Dunn, Assistant Principal, MTEC. This agreement has been reviewed and approved by the District School Board's Attorney, Ms. Nancy Alfonso, on April 27, 2014.

Should you have any questions regarding this matter, please contact Kimberly Dunn or Debra Reaves, Purchasing Services, at your earliest convenience.

NW/dr

Attachments

Date/Time: May 14, 2014 09:45:00



Marchman Technical Education Center

May 1, 2014

MEMORANDUM

TO: Nicole Westmoreland, Director of Purchasing Department

FROM: Kimberly Dunn, Assistant Principal

A handwritten signature in black ink, appearing to read "Kimberly Dunn", is written over the "FROM:" line.

RE: Articulation Agreement with Millennium Academy

Attached is an articulation agreement between Marchman Technical Education Center and Millennium Academy. This agreement offers the opportunity for 11th and 12th grade Millennium students to attend MTEC to master technical skills offered through MTEC programs.

At this time, we respectfully request that this articulation agreement be presented to the School Board for approval. This agreement will be in effect for the 2014-2015 school year, ending June 3, 2015. A copy of this agreement has been sent to the School Board Attorney for review.

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

KD/ml

Attachment



RECEIVED

4/25/2014 OK

2014001717

ARTICULATION AGREEMENT

FOR

MILLENNIUM ACADEMY

5844 Pine Hill Road
Port Richey, FL 34668

AND

MARCHMAN TECHNICAL EDUCATION CENTER

7825 Campus Drive
New Port Richey, Florida 34653

2014-2015 SCHOOL YEAR

REQUIREMENT FOR ADMISSION:

1. The student must be in the 11th or 12th grade. However, students who are in the 9th or 10th grade may be placed into a career and technical program if the students is behind on grade level and is a potential dropout. These students may be enrolled with permission from the home school (with proper documentation).
2. Students from Millennium Academy may enroll in a half-day program provided space is available and the student meets the eligibility requirements. Eligible programs students may enroll in are as follows:

A/C, Refrigeration and Heating Technology
Automotive Collision Repair & Refinishing
Automotive Service Technology
Commercial Art Technology
Commercial Foods and Culinary Arts
Computer Systems and Information Technology
Cosmetology (seniors only, complete 2nd year as an adult)
Digital Cinema Production
Early Childhood Education
Electricity
Marine Service Technology

This list of programs may change if enrollment is not sufficient to support the program.

3. Courses at Marchman Technical Education Center (MTEC) are job preparatory in nature and students would be required to have or purchase required materials for safety purposes.
4. Students may enroll based upon space available in any given career and technical education program.

LOCATION OF COURSES:

Courses to be provided to Millennium Academy students will be held at Marchman Technical Education Center, 7825 Campus Drive, New Port Richey, FL 34653. The student will provide transportation.

CONTRACT REVIEWED
AND APPROVED:

NW 5.6.14

PROGRAM COORDINATION:

MTEC and the District School Board of Pasco County will coordinate the following activities:

1. The selection of career and technical education courses, meeting times, school calendar, and locations.
2. Dissemination of information regarding programs and any program changes to student, schools, and parents.
3. Delivery of career and technical education counseling.
4. Attendance, grading policies, and administrative procedures.

STUDENT ELIBIGLITY:

The principal, or his/her designee of Millennium Academy is responsible for recommending students for admission to the program using the following guidelines:

1. The student wishes to attend MTEC and has shown an interest in a career and technical education career.
2. Students should have sufficient emotional maturity and study habits to benefit from the program.
3. The principal has the right to decline admission to the program based upon MTEC's requirements and his/her requirements.

ATTENDANCE POLICY:

Students entering a program at MTEC will follow the attendance policy of the home school when at the home school and will follow MTEC's attendance policy when at MTEC. Students suspended from the home school will not be permitted to attend classes at MTEC until the student is reinstated at the home school.

GRADING POLICY:

Students will follow the grading policy of both the home school and MTEC. Student will be given a numerical grade in accordance with the state standards. Students who do not adhere to the grading and attendance policies at the MTEC will be withdrawn from the program and will be sent back to the home school at the end of the first semester or the end of the second semester.

PROGRESS REPORTS:

Millennium Academy and the students' parents will be issued a notice of any student who is at risk of failing.

Grades will be issued at the same time as the District School Board of Pasco County grades are issued. This is a nine-week grading period with report cards distributed seven working days after the end of the grading period.

This agreement between the District School Board of Pasco County, MTEC, and Millennium Academy, for the provision of specialized learning opportunities for students from Millennium Academy as directed by the state rules and regulations.

CONTRACT REVIEWED
AND APPROVED:

NW 5.6.14

RENEWAL AGREEMENT:

This cooperative agreement is a three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period from date of School Board approval through (a one-year period). 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).

HOLD HARMLESS:

As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, Millennium Academy 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 Millennium Academy and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.

CIVIL RIGHTS:

Millennium Academy shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies including within this section. Millennium Academy 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.

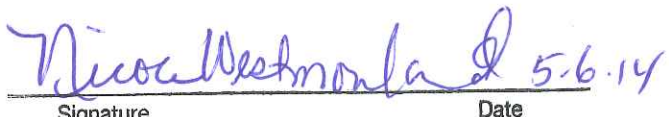
IN WITNESS WHEREOF, the parties hereto have executed this agreement in accordance with the provisions of the Articulation Agreement between the District School Board of Pasco County and Millennium Academy.

Signed by: Administrator
Millennium Academy
Lorraine Ekblad



7-11-14
Date

Signed by: Chairman
The District School Board of Pasco County



Signature

Date


Nicole Westmoreland, MBA, Purchasing Agent
District School Board of Pasco County

Attachment A - MILLENNIUM ACADEMY

- 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 MILLENNIUM ACADEMY cancel this contract for reasons other than Act of God, etc., and another date cannot be mutually agreed upon MILLENNIUM ACADEMY 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 MILLENNIUM ACADEMY shall refund all monies (including deposits) to the School Board within thirty (30) calendar days, if a date cannot be mutually agreed upon to reschedule.


- B) 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 agree 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 act 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 of indemnification will be governed by the provisions of Section 768.28 (5), Florida Statutes.
- 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, Florida. 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) MILLENNIUM ACADEMY must provide a Certificate of Liability Insurance in the amount of \$500,000 listing the District School Board of Pasco County as an additional insured.



Millennium Academy
Lorraine Ekblad

4-11-14


Date



Purchasing Agent
District School Board of Pasco County

4-16-14

Date



Administrator
Marchman Technical Education Center

4-16-14

Date