

# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

813/794-2221

Fax: 813/794-2111

727/774-2221

TDD: 813/794-2484

352/524-2221 e-mail: nwestmor@pasco.k12.fl.us

August 19, 2014

### MEMORANDUM

TO:

Honorable School Board Members

FROM:

Nicole Westmoreland, Purchasing Agent

SUBJECT:

Approval Request – Gulf Coast Jewish Family and Community Services, Inc.

<b>MUNIS Contract Number</b>	2015000228
Requesting Department	Office for Career and Technical Education
Contact Information	Debra Reaves, Purchasing Services, Ext. 42219
Vendor Name	Gulf Coast Jewish Family and Community Services, Inc.
Intent	Memo of Understanding
Contract Period	First Year of a Three-Year Contract
Term Dates	Retroactive from 7/1/2014 – 6/30/2015
Funding Source	N/A
Expenditure Amount	N/A
School Board Attorney Approval	Ms. Nancy Alfonso approved on 8/5/2014
Other	N/A

Date/Time: August 13, 2014 08:56:00



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard . Land O' Lakes, Florida 34638

Office For Career and Technical Education Ramon Suarez, Supervisor 813/794-2209 727/774-2209 352/524-2209 Fax: 813/794-2152

e-mail: rsuarez@pasco.k12.fl.us

MEMORANDUM GEP-001 14/15

DATE:

August 6, 2014

TO:

Nicole Westmoreland, Purchasing Agent

FROM:

Ramon Suarez, Supervisor- Office For Career and Technical Education

Rob Aguis, Director-Office For Career and Technical Education A

SUBJECT:

2014-2015 Memo of Understanding between the District School Board of Pasco

County and Gulf Coast Jewish Family and Community Services, Inc.

The Gulf Coast Jewish Family and Community Services, Inc. has requested assistance from the District School Board of Pasco County with planning and coordination of their education program for the "Children's Program in Pasco County"

The District must fulfill its constitutional obligation to educate the children of compulsory school age. According to Section 1003.52, Florida Statutes, the District has the authority to engage in a contractual relationship with nonprofit corporations, which have been formed for the purpose of providing a cooperative educational service to the District.

The effective date of the Attached MOU is July 1, 2014 to June 30, 2015 and states that the District School Board of Pasco County will assist the Gulf Coast Jewish Family and Community Services with various school related function, such as curriculum, class schedule and course selections.

At this time, we respectfully request Board approval.

If you have any questions please contact Ramon Suarez at 42209

RS/at

# APPROVED

# GULF COAST JEWISH FAMILY AND COMMUNITY SERVICES, INC. AND

### DISTRICT SCHOOL BOARD OF PASCO COUNTY

This Memorandum of Understanding (MOU) is entered into this 1<sup>st</sup> day of June 2014 by and between the District School Board of Pasco County, Florida, hereinafter referred to as "The School Board", and Gulf Coast Jewish Family And Community Services, Inc., hereinafter referred to as "Gulf Coast"; a Florida corporation located at 14041 lcot Blvd, Clearwater, Florida 33760.

Gulf Coast has received funding to provide family reunification and related services to children in ORR's custody in Pasco County ("Children's Program in Pasco County"):

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

### **Pasco County School District:**

- 1. The School Board will assist Gulf Coast with the curriculum selection and implementation for elementary, middle and high school students.
- 2. The School Board will assist Gulf Coast with school class schedules, course selection and bell schedule for elementary, middle and high school students.
- 3. The School Board will provide Gulf Coast teacher(s) access to "in school district" professional development activities when appropriate.
- 4. The School Board will provide technical assistance to Gulf Coast teacher(s) in the areas of classroom educational best practices.
- 5. The School Board will assist Gulf Coast administration staff with the planning and coordination of their education program's daily operation.

#### **Gulf Coast:**

- 1. Gulf Coast will provide 300 minutes of educational instruction Monday through Friday using the PACE curriculum as recommended by Pasco County School District.
- 2. Gulf Coast will provide their students with an opportunity to strengthen and improve their academics, behavior and social skills. Special counseling is also provided by Gulf Coast.
- 3. Gulf Coast will provide classroom space, educational materials, and equipment including classroom technology.
- 4. Gulf Coast classes shall be held during the times indicated on the school schedule.
- 5. Gulf Coast agrees to comply with all rules, regulations and provisions outlined in the Civil Rights Act.
- 6. Gulf Coast will provide sufficient space for such educational instruction to take place.

Neither party shall assign this MOU; however, it may be modified in writing by the parties of mutual agreement.

Gulf Coast hereby agrees to indemnify and hold School Board harmless from and against all damages of any nature whatsoever which are not caused or materially contributed to by any officer, employee, agent or other representative of the School Board.

CERTIFICATION FOR EMPLOYEE/EMPLOYMENT BACKGROUND

AND APPROVED:

- A. Gulf Coast will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this MOU have completed the background screening required by the referenced statutes and meet the standards established by the statutes. Background screenings must be completed by Gulf Coast. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. Vendor agrees that in the event the vendor or any employee who the vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the vendor will notify The School or District Department within 48 hours of such. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the School, District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract.
- B. Gulf Coast shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. Gulf Coast 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. Also, all the funds, services, materials, property, etc. inclusive in this Contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.
- C. Gulf Coast agrees to indemnify and hold harmless School, District, its officers an employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- D. Gulf Coast must provide a list of employees that will participate in this contract for fingerprinting appointments with the District's Human Resources Department. Any costs associated with the screening are the sole responsibility of the vendor, contractor, or subcontractor.

This agreement is a <u>three-year</u> agreement July 1, 2014 through June 30, 2017, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period of **July 1, 2014** through **June 30, 2015**. This agreement and subsequent renewals will be subject to final approval by the School Board.

DISTRICT SCHOOL BOARD OF PASCO COUNTY	GULF COAST JEWISH FAMILY AND COMMUNITY SERVICES, INC.
Chairman	Rochus Mus MA, Ctr
Chairman	President & CEO
Superintendent District School Board of Pasco County	Witness

CONTRACT REVIEWED