



# 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](http://www.pasco.k12.fl.us)

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## 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](mailto:kgoodman@pasco.k12.fl.us)

July 31, 2012

## MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG/lvg*

RE: ESE Cooperative Agreements  
The Red Apple Adult Training Center

The School District has maintained cooperative agreements with The Red Apple Adult Training Center in order to provide educational services for an ESE Student. It is anticipated that the annual expenditures for this service for the 2012-2013 school year will be \$17,909.89. The services covered under this contract are considered educational/professional services; and are, therefore, exempt from the competitive pricing requirements as outlined in DOE's Section 6A-1.02 (6).

At this time, we respectfully request your approval to enter into the attached agreement with the above-referenced agreement. The agreement is to cover the period of August 20, 2012 through June 30, 2013.

Nancy Alfonso, the District School Board attorney reviewed & approved the agreement on July 9, 2012.

Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

KDG/leb

Attachments

Date/Time: July 24, 2012 11:10:00



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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](mailto:astephen@pasco.k12.fl.us)

**MEMORANDUM**  
**ESE-12/13-AS-012**

**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: Agreement - The District School Board of Pasco County and The Red Apple Adult Training Center (August 20, 2012-June 30, 2013)**

The Exceptional Student Education Department is requesting School Board approval of the attached agreement between The District School Board of Pasco County and The Red Apple Adult Training Center from August 20, 2012 through June 30, 2013. The Red Apple Adult Training Center will provide educational services for one ESE student (whose initials are J. H.) who at this time can best be served in an adult vocational training program. The anticipated cost is \$17,909.89.

Funding source: FTE ESE

The School Board will need to sign both agreements.

Please contact Madonna Vance at extension 42601 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



**RECEIVED**

7/12/12 *DM*

## Agreement

The District School Board of Pasco County  
and  
The Red Apple Adult Training Center

This Agreement, dated the 31st day of July 2012 by and between The District School Board of Pasco County, Florida, hereinafter referred to as the "District", and The Red Apple Adult Training Center, hereinafter referred to as the "Contracting School".

**Whereas**, the Contracting School has been approved by the District as a facility conducting programs of education and training for adult students with disabilities.

**Whereas**, the parties wish to provide a special program of education and training for an exceptional student who has met the following criteria:

1. J. H. is a resident of Pasco County, Florida, and is enrolled in the Pasco County school system.
2. J. H. 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. A Transition Individualized Educational Plan (T/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 J. H. and the District.
4. After reviewing the T/IEP and the educational opportunities available within the Pasco County school system, the District concludes that J. H. would benefit from placement in an adult training center.
5. **Whereas**, the District believes that the Contracting School can meet the educational and training needs of the student as outlined in the T/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.
6. **Whereas**, the parties wish to conform to 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



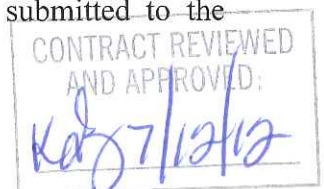


August 20, 2012 through June 30, 2013. The grand total of expenses for the District will not exceed \$17,318.88. For the months of August 2012 through May 2013, the expenses will not exceed \$1,574.44 per month. For the month of June 2013, the expenses will not exceed \$1,574.48. Expenses will begin on the first day of enrollment of the student. Payment takes approximately thirty days from receipt of proper invoicing.

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 School 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 T/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. Provide adequate and necessary materials and supplies for the students in the program.
3. Provide an appropriate classroom facility and educational environment.
4. Monitor and maintain appropriate student-staff ratios, as required by the student's T/IEP and Matrix of Services. This ratio must be maintained throughout the duration of the student's placement in the program.
5. Implement the behavioral plan for the student.
6. Provide monthly attendance reports to the District. The attendance report must accompany the monthly voucher in order for payment to be made by the District.
7. Submit progress and evaluation reports on the student to the District. 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



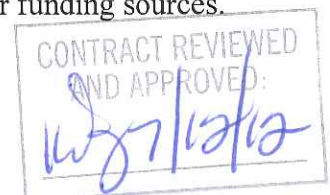
District within a reasonable period of time prior to renewal of the contract and must not exceed the required annual T/IEP review date.

8. Participate in meetings to review and revise the student's T/IEP. The District representatives and the parent or designee must be involved in any decision about the student's T/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 plan, the responsibility for compliance with the State Board of Education Rules remains with the District.
9. 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.
10. Comply with state laws and administrative regulations prescribing health and safety standards applicable to the Contracting School and supply to the District a copy of current certification as verification of compliance.
11. 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.
12. 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.
13. 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.
14. Maintain the confidentiality of student records pursuant to federal and state law.

This is a fixed-fee for term, no-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.

It is the responsibility of the contracting school to fully implement the T/IEP regardless of student's eligibility for other funding sources or default of payment by other funding sources.





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.

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. 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 student currently enrolled is permitted to complete the semester. Should inappropriate physical or sexual interactions occur, this contract may be terminated immediately. If the Contracting School is found to be in default of this contract and it is not in the best interest of the District to continue this Agreement as a result of an unsafe environment or the possibility of endangerment to the student, the District may terminate this Agreement immediately with no further obligation. Contracts cancelled by the District as a result of the Contracting School's nonperformance may result in exclusion from the Contracting School participating in any other similar contracts offered by any public school in Pasco County, Florida. Contracts cancelled because of the Contracting School's nonperformance will exclude the Contracting School from participating in future sponsorship agreements with the District for the full term of the contract plus one additional year.

The 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. 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 whereof**, the parties hereto have hereunto set their hands and seals the day of the year first herein above set forth. This Agreement shall cover the period from August 20, 2012 through June 30, 2013.



**The Red Apple Adult Training Center**  
Stephen Giammichele, Executive Director

**District School Board of Pasco County**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

CONTRACT REVIEWED  
AND APPROVED:  
