



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: 813/794-2221
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352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

March 20, 2012

MEMORANDUM

TO: Honorable School Board Members

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

RE: Interagency Agreement
Eckerd Youth Alternatives, Inc.

The School District has an interagency agreement with Eckerd Youth Alternatives, Inc. for guidance counseling services for Pasco County students in foster care.

At this time, we respectfully request that the Board approve the above-referenced interagency agreement for providing guidance counseling services to Pasco County students in foster care. The services and training listed on the attached agreement are considered educational services and are, therefore, exempt from the competitive pricing requirements as outlined in DOE's Section 6A-1.012(7). The interagency agreement will cover the period of February 7, 2012 through June 30, 2013. The District will earn \$105,000 for full and satisfactory services under this agreement; there is no cost to the District whatsoever. The agreement has been reviewed and approved by Nancy Alfonso, School Board attorney.

Should you have any questions regarding this matter, please contact Lizette Alexander. If you have any Purchasing related questions regarding this agreement, please contact me.

KDG/vj
Attachments



District School Board of Pasco County

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Student Services Department

David H. Chamberlin, Supervisor

813/794-2442 Fax: 813/794-2120

727/774-2442 TDD: 813/794-2484

352/524-2442

MEMORANDUM

SS 065A 11/12

Date: February 16, 2012

To: Kendra Goodman, CPPB, Purchasing Agent

From: David Chamberlin, Supervisor of Student Services (Social Work) *DC*
Lizette Alexander, Director of Student Services *LA*

Subject: Eckerd Community Alternative Partnership for Children in Foster Care

Please find the following agreement with Eckerd Youth Alternatives, Inc. that outlines guidance counseling services for students in foster care:

Eckerd Youth Alternatives, Inc.

At this time, we respectfully request the approval of the above-referenced agreements.

Thank you

DHC/es

AGREEMENT
between
THE SCHOOL BOARD OF PASCO COUNTY, FLORIDA
and
ECKERD YOUTH ALTERNATIVES, INC.

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 7TH day of February, 2012 by and between THE SCHOOL BOARD OF PASCO COUNTY, FLORIDA (hereinafter "the School Board") and ECKERD YOUTH ALTERNATIVES, INC. (hereinafter "Contractor").

For and in consideration of the mutual promises, covenants and obligations contained herein, the School Board hereby retains the Contractor to undertake the activities described in Attachment A. The parties agree as follows:

1. Term of Project: The project period will begin February 7, 2012 and end June 30, 2013 . The parties reserve the right to extend this Agreement for a specified period of time by written amendment signed by both parties.
2. Scope of Work: The scope of work is described in Attachment A.
3. Compensation: The Contractor agrees to pay the School Board \$ 105,000.00 for full and satisfactory performance of services under this Agreement. The contractor shall pay \$35,000 for work to be performed during the period commencing immediately and extending through June 15, 2012. The amount of \$35,000 shall be made payable within 30 days of receipt of the executed Grant Agreement. Based on evaluation of the outcomes of the implementation of this agreement through the remainder of the 2011/2012 school year, \$70,000 will be paid for work to be performed July 1, 2012 through June 30, 2013. All monies awarded shall be allocated to the subject matter of the activities and program described in the proposal and shall not be expended for any other purpose without the express written permission of EFF.
4. Independent Contractors: By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.
5. Non-Discrimination: Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against any employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.
6. Retention of Records: The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.



7. Termination:

- A. Without Cause: Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party.
- B. With Cause: The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
- C. Amount Payable Upon Termination: In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Contractor.

- 8. Intellectual Properties: The work products produced under this Agreement shall become the sole and exclusive property of the School Board. The Contractor hereby surrenders any and all claims of any kind, type or nature to patent rights or intellectual properties with respect to any discovery or invention or data developed under this Agreement.
- 9. Access to Records: The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.
- 10. Liability: (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.

(Note: This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The Board and Contractor agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board and Contractor. Nothing



herein shall be construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.

11. Reporting requirements: The Contractor may require annual reporting of expenditures and program activities paid for with program funds.
12. Energy Policy and Conservation Act: The Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub.L. 94-163, 89 Stat. 871.
13. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see section 1012.465, Florida Statutes), and/or other Florida laws relating to background screening, to the extent those laws are applicable. Contractor may find further information about the Jessica Lunsford Act and its possible applicability on the School Board's website at www.pasco.k12.fl.us.
14. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact: Leonard Hartman, CFO, Eckerd Youth Alternatives, Inc.
Mailing Address:
100 N. Starcrest Drive
Clearwater, FL 33765

Board Project Contact: David Chamberlin, Supervisor of Student Services
7227 Land O' Lakes Boulevard
Land O' Lakes, Florida 34638

Board Administrative Contact:

15. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
16. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
17. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in Pasco County, Florida.
18. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
19. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.



20. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, the parties have set their hands and seals, on the date first above written.

Witnesses:

THE SCHOOL BOARD OF PASCO COUNTY, FLORIDA

By: _____
Joanne Hurley
Chairperson

Date: _____

Attest: _____
Heather Fiorentino, Superintendent

Date: _____

Witness:

ECKERD YOUTH ALTERNATIVES, INC.

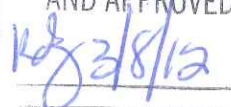


By: 
Leonard Hartman, CFO

Date: 2/16/12

Approved as to Form:

Office of General Counsel

CONTRACT REVIEWED
AND APPROVED:


**EFF Grant to Eckerd
Attachment A
Modified 1-6-12**

**Strategies for Success in Education:
Guidance Counselors on Special Assignment to Youth in Foster Care**

Background

One of the most successful interventions emerging from the Eckerd Family Foundation's work in foster care has been the embedding of the guidance counselor position on special assignment for youth in foster care in high schools. The concept was developed through conversations with the students themselves and listening to their thoughts about what they needed to succeed in high school. It was an important part of the Cby25[®] Hillsborough environmental scan and strategic planning process. Students were very vocal in describing the obstacles they encounter as they change placements, change schools and schedules, comply with course requirements and deal with the consequences of lost files and important documents, while coping with the so-called ordinary challenges of growing up and being a high school student.

It is well documented in the literature that foster youth are at serious risk academically, often falling behind their peers in their grade levels with a higher probability of not graduating from high school. This lack of basic educational achievement leads to unemployment, homelessness and involvement with the criminal system.

It is important to note that other regions of the state attempted to address the problem by creating a position called "educational advocate" or assigning social workers to try to obtain the results we have documented. Unquestionably, the guidance counselor position provides an additional unique skill set. It is also clear that the position needs to reside squarely within the school system so that responsibilities can be carried out seamlessly; and information readily obtained and transferred to the child welfare system.

The Lumina Foundation for Education and The Finance Project recently released key findings from their "Breaking the Cycle Grant Programs" evaluation. The evaluation noted that Connected by 25's School District employed guidance counselor for foster care students in Hillsborough County is a promising model for implementation and educational advocacy.

In Hillsborough County, the funding of the high school guidance counselor for three years through Lumina Foundation for Education and EFF resulted in positive outcomes for these youth and, ultimately, the school system determined it was in their and the youths' best interest to fund that position. The school superintendent has since pressed for earlier intervention and the position of a middle school guidance counselor was created.



In Brevard County, the same strategy was implemented and, again, the results in that school system showed marked improvement. Pinellas and Pasco counties have two separate school systems and both have employed dependency care liaisons. This position is extremely helpful to the child welfare staff, however an additional position such as a guidance counselor would benefit both school systems due to the large amount of children in this child welfare circuit.

Currently, it is estimated that the cost of the guidance counselor position approximates \$70,000 per year inclusive of benefits. This agreement outlines \$70,000.00 total for the remainder of the 2011/2012 school year and is divided for the two school districts. The Pinellas school system will receive \$35,000.00 for the remainder of this school year and the Pasco school system will receive \$35,000.00 for the remainder of the school year, payable from Eckerd, after receipt of funds are obtained from EFF.

It is the intention of EFF to evaluate the outcome of the implementation of this agreement through the remainder of the 2011/2012 school year and determine if funding is recommended for the school year 2012/2013 at the 70,000 per year, per county funding level.

Description of Position and General Responsibilities

The guidance counselor on special assignment for high school students in licensed foster care will create and maintain an informational database to:

- record when an Educational Information Sheet for each youth was completed;
- track identified education deficits and services needed;
- track attendance and grade-point averages for each youth;
- track FCAT results; track high school promotion and graduation rates;
- track foster care school enrollment changes;
- meet individually with students for academic advisement and create an education plan for success specific to each student's abilities and interests;
- communicate with the student, school, foster family and foster care agency to promote student's academic success;
- assist with academic and behavioral intervention when appropriate;
- monitor student progress;
- assist with enrollment and obtaining educational records for proper academic placement;
- assist with appropriate educational placement (via IER meetings, conferences, etc.); and,
- assist with transportation requests to maintain students at schools of origin.

Education Outcomes and Success Indicators

Indicators that should be tracked at a minimum should include:



1. written education plans in place and updated on required timeframes;
2. attendance rates;
3. suspension rates;
4. promotion rates;
5. reading and math benchmark requirements;
6. GPA;
7. school moves;
8. at or above grade level; and,
9. graduation rate, high school diploma and GED.

Operational Guidelines for the Foster Care Guidance Counselor

What information is tracked by the foster care guidance counselor and what is it used for?

The educational information tracked by the foster care counselors is used to report educational data outcomes or youth in licensed foster care. The following fields are tracked by the counselors:

- | | |
|-----------------------------------|-------------------------------------------------------------------|
| • Name | • Benchmark status |
| • Date of birth | • Number of advanced/honor classes |
| • Gender | • Number of ESE/regular classes |
| • Ethnicity | • Intensive math, reading and language arts |
| • Grade | • ELP status |
| • School | • Education plan date |
| • Promotion status for prior year | • Post-secondary goal |
| • ESE status | • Career goal |
| • 504 plan status | • ACT (formerly known as American College Testing Program) scores |
| • ELL status | • SAT (Student Aptitude Test) scores |
| • Attendance | • Last grade enrolled |
| • Discipline | • Enrolled in a GED program |
| • Diploma option | • Summer school enrollment |
| • FCAT scores | • Number of schools attended previous year |
| • Grade point average (GPA) | • Credits |

How does the foster care counselor coordinate meetings with students and other stakeholders?

After determining students' enrollment in school, the foster care counselor prioritizes student meetings descending by grade level. The following are procedures for the initial visit to schools and meetings thereafter:

- Prior to the initial visit, an email is sent to the principal of the school.
- A second email is sent to the onsite guidance counselor(s) and school social worker notifying them of the date and the students that will be seen.
- A letter is sent to the foster parent/guardian at the beginning of the school year, upon enrollment in school (out of county student), or to students who recently



entered care explaining the role of the foster care guidance counselor and their partnership with the school guidance counselor.

- Foster care counselors coordinate with schools to meet individually with students for current academic plan and consultation.
- The initial meeting will be held with the student and the foster care guidance counselor. The foster parent/guardian can join the meeting and will be updated on the student's current academic progress.
- Foster care guidance counselor and/or the school guidance counselor will review and provide educational information about the student with the foster parent. Hard copies of educational information will be released to other agencies such as HKI upon authorized release of information consent form from biological/adoptive parents or foster parents.
- If the youth is an ESE student, the foster care guidance counselor will consult with school staff, including the ESE specialist, about any plans for an IEP review of transition meeting to review student's educational plans with foster parents and other IEP team members. School staff will be reminded to include HKI care managers for this meeting.
- The foster care guidance counselor will coordinate their schedule to attend the IEP meeting if necessary.

What does the foster care guidance counselor discuss with students?

- Graduation/promotion requirements
- Benchmarks
- Current academic progress
- Extended Learning Program (ELP)/credit recovery
- Future goals
- Post-secondary goal
- Electronic Personal Education Planner (e-PEP)

If the student is in the 6th grade, the foster care guidance counselor will review current academic progress, promotion requirements, quality points and discuss setting postsecondary goals. This will be in lieu of the e-PEP sheet since it is not available for this grade level.

How will the foster care guidance counselor document visits with students?

The foster care guidance counselor will keep a communication log of students seen at each school site and communicate with school staff about student needs and goals. The foster care guidance counselor will also communicate with HKI case managers and foster parents about students' needs and desires. This communication log will paraphrase the conversation with the student for the foster care guidance counselor records.

What does the foster care guidance counselor do after meeting with the student?



Once the foster care guidance counselor has met with the students, the counselor will notify appropriate staff members (teachers, counselors, assistant principals, etc.) and the HKI case manager of any issues or student goals discussed.

What happens with the notes the foster care guidance counselor takes?

The notes taken during the conference with the student are used for the sole purpose of reminding the foster care guidance counselor of what follow up is needed and the various school staff, care managers and foster parent guardians to contact.

What does the foster care guidance counselor do after the conference with the student?

- Monitor student progress via the school system mainframe.
- Help stakeholders understand the student's situation in care and report any concerns noted at the time of the student conference and thereafter. This creates a network of support at school for students in foster care.

