



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
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June 19, 2012

MEMORANDUM

TO: Honorable School Board Members

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

RE: Curriculum and Instructional Services Department
Cooperative Agreements
Chris Nocco, Sheriff of Pasco County
Youth and Family Alternatives, Inc.
Department of Juvenile Justice (DJJ)
PACE Center for Girls - Pasco

The School District has numerous cooperative agreements with various facilities in order to fulfill its constitutional obligations to educate the children of compulsory school age. Only PACE receives payments by the District which is calculated based upon the estimated projected FTE. Please reference the attached memo from Vanessa Hilton, Director of Curriculum and Instructional Services Department. These agreements were reviewed and approved on May 8, 2012 by Nancy Alfonso, School Board Attorney.

At this time, we respectfully request your approval to enter into the first year of a three-year agreement with the above-referenced facilities. These agreements are renewable annually based on mutual agreement of both parties. The services are outlined in the agreement and are attached for your perusal. The first year of the agreements will cover the period of July 1, 2012 through June 30, 2013.

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

Date/Time: June 13, 2012 09:15:00

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Attachments



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/ 794-2000

Heather Fiorentino, Superintendent

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Memo # GEP-020-11/12

Contact: Vanessa Hilton, Director

Ramon Suarez, Supervisor

Curriculum & Instructional Services

DATE: June 19, 2012

TO: Kendra Goodman, Director, Purchasing Department

FROM: Vanessa Hilton, Director, Curriculum and Instructional Services Department *WCH*
Ramon Suarez, Supervisor, Curriculum and Instructional Services Department *R*

SUBJECT: 2012-2013 Agreements for Educational Services Between the District School Board of Pasco County and Chris Nocco, Sheriff of Pasco County; Youth and Family Alternatives, Inc.; Department of Juvenile Justice (DJJ); and PACE Center for Girls - Pasco

The District School Board has maintained cooperative agreements with the Sheriff of Pasco County; Youth and Family Alternatives, Inc.; Department of Juvenile Justice (DJJ); and PACE Center for Girls – Pasco.

The District must fulfill its constitutional obligation to educate the children of compulsory school age. It has been determined that certain children need alternative programs, setting and/or strategies to achieve their educational goals. 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.

In summary, the general terms are as follows:

A. Terms. The terms of the agreements shall be for three (3) school years, and will be renewable on a yearly basis by mutual agreement of the parties. The contracts shall be in effect from July 1, 2012, or the date of District Approval, which ever is later, and continue through June 30, 2013. The term of these contracts is based on a 240-day school term as is required by the state statutes and approved by the District in accordance with the District approved calendar.

B. Funding Basis. Of all the contracts, only PACE receives payments by the District calculated based upon the estimated projected FTE for these two sites. The projected revenue shall be reduced by 15 percent, which is the District's administrative cost. The other sites are not funded by the District.

C. Coordination (Responsible Positions). The Superintendent of Schools shall assign a designated administrator for monitoring compliance and educational program administration.

The sites shall identify one person with whom the District is to communicate on all compliance issues related to this contract.

These contracts also provide for Notice, Indemnification, Authority, Termination, Student Eligibility, Student Records, Student Assessment, Individual Education Plan, Instruction Program and Academic Expectations, Qualifications and Procedure for Selection of Staff, and other basic contract requirements.

Attached are the 2012-2013 Agreement for Educational Services Between the District School Board of Pasco County and Chris Nocco, Sheriff of Pasco County; Youth and Family Alternatives, Inc.; Department of Juvenile Justice (DJJ); and PACE Center for Girls – Pasco.

cc: Lori Wiggins, Supervisor, Curriculum and Instructional Services



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EDUCATIONAL SERVICE AGREEMENT

This agreement is entered into entered into this July 1, 2012, between the District School Board of Pasco County, Florida (BOARD) and Chris Nocco as Sheriff of Pasco County, Florida (PSO) to facilitate the provision of educational services to certain individuals housed in adult detention facilities in Pasco County in accordance with F.S. 1006.07(5).

RESPONSIBILITIES:

A: PASCO COUNY SCHOOL BOARD

1. Employees of the District School Board of Pasco County who teach at the detention center will be covered under the District School Board of Pasco County's Worker's Compensation Policy.
2. Board personnel who enter the detention center will abide by all rules imposed by the PSO as to what is acceptable in a secure facility.
3. The teaching staff will develop classroom management procedures consistent with the PSO policies and procedures.
4. The Board will provide classroom management in-service as needed and will allow detention center staff to participate.
5. A class will consist of no more that eighteen (18) students.
6. The Board will be notified immediately of any complaints made against one of their employees. Every complaint will be investigated by the detention center, but the BOARD may choose to conduct an independent investigation.
7. A Level 2 criminal history will be obtained on all employees of the Board who will be entering the detention facility.
8. Properly trained substitute teachers may be used to fill in for regular teachers, when necessary.
9. Supervision, training and evaluation of the educational staff will be the responsibility of the Board.
10. Employees of the BOARD are responsible for providing the instructional component of the student's overall program. Behavior management, discipline and emergency intervention actions are the responsibility of PSO staff. This includes the use of physical restraint and or secured seclusion for students who are present a threat to their own safety or safety of others.

B. PASCO SHERIFF'S OFFICE

1. The PSO will notify the Board when an individual under the age of 22 is booked into the detention center.
2. The PSO will provide a location suitable for the classes to be held as well as the amenities required by the staff.

C. CONDITIONS

1. This agreement may not be assigned by either party, but may be modified in writing by mutual agreement.
2. This Agreement will be effective July 1, 2012 until June 30, 2013 and can be renewed by mutual agreement.
3. This Agreement may be terminated by either party, upon thirty (30) Days written notice.
4. 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 (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of *Section 768.28 (5), Florida Statute*.


The parties have executed this Agreement to be effective on the day and year written above.

DISTRICT SCHOOL BOARD OF
PASCO COUNTY


Chairman
District School Board of Pasco County

Superintendent
District School Board of Pasco County

PASCO SHERIFF'S OFFICE



Chris Nocco, Sheriff Pasco County



Signature Date
Kendra Goodman, Purchasing Agent
District School Board of Pasco County



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CARING SCHOOL COMMUNITY PROGRAM

AGREEMENT

between

DISTRICT SCHOOL BOARD OF PASCO COUNTY

and

YOUTH AND FAMILY ALTERNATIVES, INC.

AGREEMENT

This agreement, dated June 1, 2012, is by and between the District School Board of Pasco County, Florida, hereinafter referred to as the "SCHOOL BOARD" and Youth and Family Alternatives, Inc., hereinafter referred to as "Y.F.A."; such program of prevention to be named CARING SCHOOL COMMUNITY (CSC), whose locations are identified as Pasco Elementary School and Gulfside Elementary School.

WITNESSETH

WHEREAS, Y. F. A. provides a wide range of prevention for children at risk of becoming chemically dependent and intervention for children experimenting with or using drugs and alcohol; and

WHEREAS, The SCHOOL BOARD is committed to providing appropriate educational programs to prevent children from becoming at risk of drug and alcohol abuse; and

WHEREAS, the parties to this agreement desire a maximum degree of long-range cooperation and administrative planning in order to provide an effective program of educational services for children placed in this program.

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

1. The SCHOOL BOARD shall provide transportation for the CSC students with arrival and departure times consistent with the host school hours.
2. The SCHOOL BOARD will provide the school administrative staff who will assist in the coordination of the program's operation.
3. The SCHOOL BOARD shall provide counselors space and classroom space at each of the CSC sites.
4. The SCHOOL BOARD shall provide, through the host schools, Art, Music, Physical Education and school food services.
5. The SCHOOL BOARD shall support the CSC Program with telephone service in the counselors' offices.
6. The SCHOOL BOARD shall determine CSC Program schools, in consultation with Y. F. A.

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<p>CONTRACT REVIEWED AND APPROVED: <i>Kdy 6/4/12</i></p>
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7. The day to day management of the CSC Program shall be conducted in coordination with Y. F. A.'s CSC Program Manager as described in the CSC contracts between Y. F. A. and Central Florida Behavioral Health Network, Inc.
8. All non-educational services shall be guided by the terms of the grants and contracts between Y. F. A. and Central Florida Behavioral Health Network, Inc. which provide funding for the CSC Program.
9. Y. F. A. shall provide one agency counselor at each CSC Program site pending available funding.
10. The CSC Program will serve at-risk elementary school students and their families. The program offers an opportunity for elementary students to strengthen and improve their behavior, and their social and academic skills. Special counseling and educational services are provided to the parents of CSC students. It will operate as outlined in the Graduation Enhancement and Academic Intervention Program Descriptions manual.
11. Classes shall be held during the times indicated on the school schedule.
12. The SCHOOL BOARD's instructional calendar shall be applicable to the CSC Program. The program/coordinator shall be responsible to Supervisor of Graduation Enhancement Programs and work in cooperation with the school/based principals. The instructional staff is bound by the USEP agreement with the Pasco County SCHOOL BOARD.
13. Y.F.A. agrees to comply with all rules, regulations and provisions outlined in the Civil Rights Act.
14. In the event that the instructional staff and Y. F. A. personnel are unable to agree upon a function not specified in this agreement, the Y. F. A. Program Manager and the Supervisor of Graduation Enhancement will attempt to resolve any differences which may arise under this agreement. In the event such differences cannot be resolved between the personnel described herein, any such disagreement shall be submitted to the Director of Curriculum and Instruction and the Vice President of Program and Services, Youth and Family Alternatives.
15. Neither party shall assign this agreement; however, it may be modified in writing by the parties of mutual agreement.
16. 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 (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of *Section 768.28 (5), Florida Statute*.

17. CERTIFICATION FOR EMPLOYEE/EMPLOYMENT BACKGROUND

- A. Y. F. A 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 contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. Background screenings must be completed through the SCHOOL BOARD's Human Resources Department. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. 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 will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. 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 School, District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract.
- B. Y. F. A shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. Y. F. A 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. Y. F. A agrees to indemnify and hold harmless School, District, its officers and 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. Y. F. A 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.



18. Neither party shall assign this agreement; however, the parties may modify it in writing in mutual agreement.

This agreement is a three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period of July 1, 2012 through June 30, 2013. This agreement and subsequent renewals will be subject to final approval by the SCHOOL BOARD.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

DISTRICT SCHOOL BOARD OF
PASCO COUNTY

YOUTH AND FAMILY ALTERNATIVES,
INC.

Chairman
District School Board of Pasco County

Mary Maguire

President and C.E.O.
Youth and Family Alternatives

Superintendent
District SCHOOL BOARD of Pasco County

Gloria Gorbey

Witness

Kendra Goodman 6-4-12

Signature Date
Kendra Goodman, Purchasing Agent
District School Board of Pasco County



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AGREEMENT

between

DISTRICT SCHOOL BOARD OF PASCO COUNTY

and

PACE CENTER FOR GIRLS - PASCO

This agreement, dated May 8, 2012 is by and between the District School Board of Pasco County, Florida, hereinafter referred to as the "SCHOOL BOARD" and PACE Center for Girls - Pasco, 12200 US Highway 19, Hudson, Florida 34667, hereinafter referred to as "PACE".

WITNESSETH:

Whereas, PACE is a non-profit, non-residential agency contracted by the Department of Juvenile Justice (DJJ) to provide a comprehensive education and therapeutic prevention and intervention services to troubled adolescent girls eligible for this program by State Board of Education Rule 6A-6.05281 FAC and Florida Statute 1003.52; and,

Whereas, The SCHOOL BOARD has the authority as provided by FS 1003.01(12) and State Board of Education Rule A-1.994 to engage in a contractual relationship with non-profit corporations which have been formed for the purpose of providing a cooperative educational service to the District; and

Whereas, the SCHOOL BOARD is committed to providing appropriate educational programs for school age children in DJJ dropout prevention programs when school enrollment in their regular school program is not desired, available, recommended, or allowed; and

Whereas, the SCHOOL BOARD has the authority as provided by Section 1003.52, Florida Statutes (F.S.), to engage in a contractual relationship with nonprofit organizations which has been formed for the purpose of providing a cooperative educational service to the district.

IT IS AGREED for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term of this contract shall be for three (3) school years, and will be renewable on a yearly basis by mutual agreement.
2. The SCHOOL BOARD shall pay PACE 85% of the FEFP funds generated by eligible students enrolled at PACE for both the regular and appropriate summer sessions. FEFP funds will be determined by using the Department of Education's DJJ funding worksheet for the applicable school year. The formula to follow shall be as follows:

FTE x program cost factor x base student allocation x district cost differential factor = FEFP dollars, including Educational Student Education (ESE) Guaranteed Allocation and DJJ Supplemental Allocation. Distribution of funds will be consistent with district procedures and policies.

CONTRACT REVIEWED
AND APPROVED:
Kaj 6/4/12

3. Payments will be made monthly beginning in July. The monthly amount will be annualized FTE for the program as follows:
 - A. Proportionately, amounts for the months of July through May will be based on the projected FTE to the fiscal year.
 - B. The last payment shall be adjusted so that the total monthly distributions do not exceed the total Agreement amount as set forth in Item 2 on this Agreement.
4. In addition to the 85% of the FEFP funds generated by eligible students enrolled at PACE, the SCHOOL BOARD will provide regularly scheduled ESE consultant and related services, MIS Data Entry/Juvenile Justice Specialist services, Student Transition Services, Academic Counselling Services, and English for Speakers of Other Language (ESOL) services as needed. These services will be covered up to 100% of FEFP funds.
5. At least 90 percent of the portion of the FTE generated and provided to PACE shall be expended for direct instructional services. Expenditures shall be for activities dealing directly with the teaching of students or the interaction between instructional, staff and students, to include the activities of instructional assistants providing support with the instructional process. Pupil transportation costs are not included. The lead teacher or educational director may be funded out of the 90 percent.
6. A maximum of ten percent of the FTE generated dollars provided to PACE may be expended for Support Services. Expenditures shall be for administrative, technical and/or logistical support to facilitate and enhance instruction.
7. One hundred percent of all categorical funding must be spent in the categories as specified by state statutes and State Board of Education Rules. Documentation for categorical spending must be maintained.
8. No funds shall be paid out of this agreement unless the terms and conditions of all previous contracts and agreements with SCHOOL BOARD entities have been met. The SCHOOL BOARD's Finance Department shall deduct the monies due to the SCHOOL BOARD from dollars generated. In this agreement PACE agrees that they will deduct any reimbursements that are 30 days late and due to the SCHOOL BOARD from the amounts due on monthly invoices.
9. PACE is required to maintain all necessary accounting books, records, documents, and all other evidence (including electronic storage media) pertaining to the administrative costs and expenses of the agreement to the extent and in such detail as will properly reflect all revenues, all net costs, direct and apportioned, and other costs and expenses of whatever nature for which reimbursement is claimed under this agreement. PACE shall maintain all financial records related to the educational component of the program for at least three years. All records, books, and documents shall be maintained in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the SCHOOL BOARD under this agreement.
10. PACE shall be required to make records subject, at all reasonable times, to inspection, review, copying, and/or audit by district; state, or federal personnel and other authorized personnel. Records requested will be made available within two working days.

11. PACE shall maintain and file with the SCHOOL BOARD such progress, fiscal, and inventory reports as the SCHOOL BOARD may require within the period of this agreement. Such reporting requirements shall be reasonable given the scope of this agreement. PACE shall provide a financial accounting of all expenditures toward the educational component of the program on a quarterly basis to the SCHOOL BOARD Finance Department within 30 days after the close of each quarter and a summary financial report within 30 days of last day of June of each year. The accounting reports shall be in a format as outlined by the SCHOOL BOARD and shall include at a minimum a balance sheet and statements of revenues, expenditures, and changes in fund balance. Failure to provide required financial reports according to timelines may result in withholding of FEFP funds and/or termination and/or nonrenewal of this agreement.

Responsibilities of the SCHOOL BOARD

To fulfil the terms of this agreement, The SCHOOL BOARD agrees to:

1. Provide one (1) MIS Data Entry/Juvenile Justice Specialist to assist PACE with student records and educational files that will include a current Pasco County registration form, a current copy of the student's cumulative transcript which includes the courses in which the student is currently enrolled and the student's total credits attempted and earned at previous schools, including juvenile justice programs. When the most current records are not present, the MIS Data Entry/Juvenile Justice Specialist will make and document (with dates) requests for student educational records, transcripts, and ESE records, including Individual Education Plan (IEP)s, within five school days of the student's entry into the PACE program. The MIS Data Entry/Juvenile Justice Specialist will make and document (with dates) follow-up requests for records not received through the use of F.A.S.T.E.R., the districts' information system, or by calling and/or faxing detention centers, school districts, and probation officers.
2. Provide training to PACE staff in regards to the *Student Progression Plan*. PACE staff will advise students in regards to their abilities and aptitudes, educational and occupational opportunities, personal and social adjustments, diploma options (including the benefits and limitations of pursuing a General Education Development (GED) State of Florida High School Diploma, and post secondary options). The SCHOOL BOARD's Guidance Counselor will assist with this process as needed.
3. Assist PACE teaching staff in applying for recertification with the State of Florida.
4. Provide textbooks and supplemental instructional materials as needed.
5. Provide in-service training in classroom management and will permit PACE staff to participate in all other SCHOOL BOARD in-service trainings when appropriate.
6. PACE teachers may borrow media materials from the District Media Center via the courier service.

7. SCHOOL BOARD staff serving DJJ sites are responsible for supporting PACE instructional services of the student's overall program. Behavior management, discipline, and emergency intervention actions are the responsibility of PACE staff. This includes the use of physical restraint and or secured seclusion for students who present a threat to their own safety or the safety of other.

Responsibilities of PACE Center for Girls -Pasco

To fulfil the terms of this agreement, the PACE agrees to:

1. Adopt, as part of its governing policies, State Department of Education and SCHOOL BOARD policies and procedures relating to Dropout Prevention Juvenile Justice Programs.
2. Serve a maximum of 50 female students between the ages of 12 and 18. The students must meet the criteria for placement as DJJ students or Graduation Enhancement students.
3. Maintain student records in accordance with State requirements for Graduation Enhancement (Dropout Prevention)/ Juvenile Justice Programs as well as the information for data reporting requirements requested by the SCHOOL BOARD and State and Federal agencies.
4. The staff at PACE in collaboration with the SCHOOL BOARD staff will review the students' past educational records from the DJJ commitment files from detention assignment, or any previous school to ensure proper academic placement.
5. Conduct academic assessments of each student upon intake that includes F.A.I.R., C.O.R.E. K-12, Star Reading and Star Math, which provide proficiency levels in Reading, Mathematics, Science and Language Arts. The results of these assessments shall be combined with information from the student's records and the student's previous class schedule to determine educational goals and strategies to be employed while the student is enrolled at PACE. The assessments results will be reported to the SCHOOL BOARD on a quarterly basis.
6. All courses offered must lead to a standard high school diploma or special diploma. For ESE students, the ESE teacher, or the regular teacher in consultation with the SCHOOL BOARD ESE teacher, shall modify or provide accommodations to the curriculum as stated on the IEP. The SCHOOL BOARD will be responsible for ensuring the completion of the assessment process.
7. Conduct vocational assessments selected by the Department of Education in partnership with representatives from the Department of Juvenile Justice, school districts and providers. All assessment information will be placed in the student educational files. The SCHOOL BOARD will be responsible for ensuring the completion of the assessment process.
8. Maintain a student educational file which, at a minimum, contains the students permanent record card, which contains the student's legal name, date of birth, race, sex, date of entry, home address, name of parent or legal guardian, native language, immunization status, state testing information, and name of last school attended (including DJJ programs).

9. Provide students with access to Florida Virtual School courses. The director of PACE shall work with PACE staff to provide secure, supervised access to the Internet for students who qualify to enroll in virtual school courses.
10. Provide high school students with regular access to credit recovery program and provide regular access to course recovery for middle school students via secure access to Internet as outlined in the *Student Progression Plan*.
11. Develop an Individualized Academic Plan (IAPs) for all non-Exceptional Student Education students based upon each student's entry assessments and past records within 15 school days of the student's entry into the program. The academic plans will address but are not limited to reading, writing, and mathematics and will be used by all instructional staff regardless of the content area they are teaching. PACE staff will also develop an electronic personalized education planner (ePEP) for all middle school students based on individual aspirations and goals for postsecondary education and possible careers. The SCHOOL BOARD's support staff including the Guidance Counselor, ESOL Resource Teacher, and ESE Specialist will assist as needed with the implementation of the plans.
12. Monitor student progress in Reading through the Progress Monitoring and Reporting Network (PMRN) using progress monitoring assessments (FAIR) identified in the Pasco County School District Comprehensive Reading Plan. If needed, the SCHOOL BOARD's support staff including the Guidance Counselor, ESOL Resource Teacher, and ESE Specialist will assist as needed with the implementation of the plan.
13. Obtain current IEPs with the assistance of the ESE Specialist or initiate the development of IEP's for students assigned to ESE programs upon intake into the program. Written academic plans and IEPs will be placed in the student's educational file.
14. Document student progress through work products, personal observations, continuing assessments, grade books, report cards, progress reports and/or work folders. Where feasible, PACE staff will involve parents in efforts to improve the educational achievement of their children. Related documentation should be maintained to evidence parental involvement efforts.
15. Provide classroom space, furniture, equipment, adequate and appropriate educational materials and supplies for the teachers and students.
16. Provide a program of education, training, and related services to the referred students. The instructional calendar will provide a minimum of 230 days of instruction for students. It shall be staffed by qualified personnel as defined in FAC 6A-6.05281, 6A-4.003, 6A-1.0502 and 6A-4.004.
17. Provide Florida certified or certificate eligible teachers shall be responsible for the academic instruction and the supervision of elective instructional activities and must certify mastery of student performance objectives and Sunshine State Standards of courses for credit toward a standard high school diploma. The teachers will also be responsible for District reports and for communication with the student's home school.



18. Provide the SCHOOL BOARD with copies of the teaching certificates of all teaching staff to ensure they are highly qualified to teach their subject areas and other pertinent information needed to assist with the recertification process.
19. Have and use professional development plans or annual teacher evaluations to foster professional growth.
20. Notify the SCHOOL BOARD a minimum of thirty (30) days prior to the awarding of contracts for construction or renovations that would effect the educational programs.
21. Work cooperatively with the SCHOOL BOARD to implement any "no contact" orders entered by the court that apply to their students. 1006.13, F.S., outlines the provisions of zero tolerance for crime and victimization of students and/or his or her siblings within the public school system. The SCHOOL BOARD is required to adopt a victimization policy that takes all steps necessary to protect the victims of violent crimes or their siblings from any further victimization. PACE is required to abide by this statute and the SCHOOL BOARD policy regarding victimization in its enrollment process. Offenders shall be identified, no-contact orders shall be enforced, and all steps must be taken to protect victims and siblings
22. Review and document academic plans as part of treatment team meetings.
23. PACE staff shall be responsible for exit staffings and transition meetings. They will develop an age-appropriate exit plan for each student that identifies, at a minimum, desired diploma option, continuing education needs and goals, anticipated educational placement, after care provider, and job/ career or vocational training plans.
24. Place in the students DJJ commitment file or DJJ discharge packet or transfer file prior the student's exit the following: a copy of the student's exit file, a current copy of the student's exit plan, a current permanent record card (which the Juvenile Justice Specialist will provide), a current IEP and/or academic plan, all assessment data including state and district-wide assessment results, academic post-testing, length of participation in the program (including entry and exit dates), and copies of certificates earned at the program.
25. PACE teaching staff shall develop a curriculum that is based on the district's current *Student Progression Plan*, the *Florida Course Code Directory and Instructional Personnel Assignments*, and the course descriptions of the courses the students are taking. The courses will be consistent with Florida's New Generation Sunshine State Standards.
26. Provide a quality educational program, which includes lesson plans, materials, and activities that reflect cultural diversity. In addition, teachers will use a variety of teaching strategies including the use of classroom technology to ensure students meet high academic achievement standards.
27. Implement an educational program, which includes a minimum of 300 minutes per day (or its weekly equivalent) of instruction.
28. Prior to placement of a student eligible for Exceptional Student Education (ESE) services, an Individual Education Plan meeting shall be held to identify appropriate services based on current student level of need. ESE Students shall not be dismissed from PACE for disciplinary reasons unless approved by the SCHOOL BOARD Superintendent or

designee. Upon notification that an ESE student is experiencing difficulty, the Superintendent's designee shall contact the SCHOOL BOARD Director of Exceptional Student Education Program to schedule technical assistance.

29. PACE shall not dismiss, withdraw or transfer any student unless academic interventions are performed and such results demonstrate the student placement at PACE is not meeting the student's academic needs. These results will be shared with the District's Graduation Enhancement Supervisor or designee prior to student dismissal for collaboration and future student placement.
30. Upon success of student completion, PACE shall notify the SCHOOL BOARD within 10 school days prior to any student transfer, transition and student placement purposes.
31. Develop a curriculum that will include but not be limited to appropriate academic courses which lead to high school graduation, employability skills, career awareness, character development and law education, health and life skills, vocational offerings, and social skills that are appropriate to the student's needs.
32. Develop classroom management procedures that are equitable and apply appropriate behavior, classroom management strategies, maintain instructional momentum, promote positive student self-esteem, empowers students to become independent learners, and ensure that they remain on task.
33. Have and use professional development plans or annual teacher evaluations to foster professional growth.
34. Develop a School Improvement Plan (SIP) in cooperation with Marchman Technical Education Center administration that addresses student outcomes and performance. The SIP will include PACE budget, training, instructional materials, technology, staffing, and student support services.
35. Develop written educational policies and procedures that address the current quality assurance standards, accurately reflect the roles and responsibilities of all educational personnel (including district personnel who work on a consultant basis).
36. The SCHOOL BOARD will provide an annual school calendar that includes a minimum of 230 instructional days and all state and district-wide testing dates. The SCHOOL BOARD will coordinate all state and district-wide testing required by Sections 1008.22, 1008.25, 1003.23, and 1003.438, Florida Statutes for all PACE students.
37. Provide students with the opportunity to be involved in the SCHOOL BOARD's breakfast and lunch program. PACE will provide transportation of breakfasts and lunches from a satellite school.
38. Provide weekly attendance records for each student along with the monthly invoice for payment.
39. Participate to the extent necessary in the review of placement process guaranteed parents or guardians of a student under FS 1003.52.



40. Agree not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with State and Federal regulations except on written consent of the recipient or his parent or guardian where authorized by law.
41. Comply with the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1974 and Section 504 of the Rehabilitation Act of 1973 and will at all times comply with local or state standards for health and safety of students. PACE shall comply with Section 504 of the Rehabilitation Act of 1973. PACE shall provide accommodations to eligible students as required by Section 504 plans developed jointly by the PACE and the SCHOOL BOARD.
42. Indemnify and hold the SCHOOL BOARD harmless for any PACE failure to comply with rules and laws related to Individuals with Disabilities Educational Act (IDEA) and Section 504. The PACE shall immediately advise the SCHOOL BOARD upon receipt of a due process request or a complaint under Section 504. The SCHOOL BOARD reserves the absolute right in its sole discretion to assume the defense at PACE's expense of any such request or complaint including, but not limited to, the right to select legal counsel of its choice and the right to settle or compromise the complaint or due process.
43. Be liable for, and shall indemnify, defend and hold the SCHOOL BOARD harmless for all claims, suits, judgments or damages, including court costs and attorney fees, arising out of or in the course of its provision of the services called for in this agreement, and shall secure and maintain in force liability insurance to provide such indemnification.
44. Notify the SCHOOL BOARD in writing within a minimum of 60 days prior to any change that would impact the future of the education program.

Other Provisions

1. The staff of the SCHOOL BOARD will be permitted to review the program provided by PACE and confer with its staff at reasonable times. Further, the SCHOOL BOARD and PACE agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this contract. Exiting students, over the age of 16, whose pre-test scores qualify them, may take the GED exam, prior to exiting the program. However, they must have written approval from their parents/guardians.
2. PACE shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. PACE 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.
3. In the event that the instructional staff and PACE personnel are unable to agree upon a function not specified in this agreement, the Executive Director of PACE and the Supervisor of Graduation Enhancement (Dropout Prevention) Programs will attempt to resolve any differences which may arise under this agreement. In the event such differences cannot be resolved between the personnel described herein, any such

disagreement shall be submitted to the Director of Curriculum and Instruction and the Executive Director of PACE.

4. To the extent authorized by Florida law, the parties indemnify and hold harmless each other and/or all of its officers, employees, or agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss, damage, attorney's fees, court costs or expenses of any kind, which each party, its officers, employees or agents, may incur arising from the negligence of the other party during the performance of any provision of this agreement or from the activities of The Board and PACE Center for Girls – Pasco personnel, students, faculty, as aforesaid under the provisions of the agreement.
5. The SCHOOL BOARD will be responsible for providing PACE with the four FTE surveys for their review.

Certification For Employee/Employment Background

1. PACE will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. Background screenings must be completed through the District SCHOOL BOARD of Pasco County, Human Resources Department.
2. PACE 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 PACE and its employees. PACE will provide a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. PACE will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added.
3. PACE will notify the District SCHOOL BOARD of Pasco County within 48 hours in the event that any employee who PACE has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense. PACE will notify the School District, Human Resource Department, of any staff hiring, termination, or change in position within 10 working days.
4. PACE, as provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, 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.
5. The parties agree that in the event that PACE fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District SCHOOL BOARD of Pasco County to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. PACE agrees to indemnify and hold harmless the District SCHOOL BOARD of Pasco County, its officers and employees from any liability in the form of physical injury, death, or

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property damage resulting from PACE failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- 6. Neither party shall assign this agreement; however, the parties may modify it in writing in mutual agreement.

This agreement is a three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period of July 1, 2011 through June 30, 2012. This agreement and subsequent renewals will be subject to final approval by the SCHOOL BOARD.

DISTRICT SCHOOL BOARD OF PASCO COUNTY

Chairman
District School Board of Pasco County

Date Signed

Superintendent
District School Board of Pasco County


Date Signed

PACE CENTER FOR GIRLS - PASCO



Executive Director
PACE Center for Girls - Pasco

5-24-2012
Date Signed



Signature Date
Kendra Goodman, Purchasing Agent
District School Board of Pasco County



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AGREEMENT

between

DISTRICT SCHOOL BOARD OF PASCO COUNTY

and

DEPARTMENT OF JUVENILE JUSTICE

This agreement made by and between the District School Board of Pasco County, Florida, hereinafter referred to as the "SCHOOL BOARD", and the Department of Juvenile Justice, hereinafter referred to as "DJJ".

WITNESSETH:

WHEREAS, the SCHOOL BOARD is committed to providing appropriate educational programs for school age children in alternative settings when school placement in a center is not desired or recommended; and,

WHEREAS, the parties to this agreement desire a maximum degree of cooperation and administrative planning in order to provide an effective program of educational services for children placed in this program,

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

I. Purpose

The SCHOOL BOARD and DJJ (WE) are committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of children and youth served in juvenile justice settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these children and youth, it is only through a concerted effort of interagency cooperation that a full array of services can be ensured.

The Superintendent of Schools and DJJ administrators within the county shall develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for children and youth served in DJJ settings including residential programs, detention centers, and youth under any non-residential supervision.

This agreement ensures that in the implementation of applicable provisions of Florida's statutes and rules, the SCHOOL BOARD is the responsible agency and exercises general authority over all education programs within the county. This agreement also ensures that the SCHOOL BOARD and DJJ shall cooperatively plan for the provision of education and social services to all

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children and youth who are eligible and in need of such services. This agreement replaces and terminates any prior agreements between DJJ and the SCHOOL BOARD in regards to matters covered by this agreement.

In compliance with PL 107-110, Section 1423, WE agree to meet all the requirements of PL 107-110, Section 1425, as follows:

- (1) where feasible, we will ensure that educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under part B of the Individuals with Disabilities Education Act;
- (2) if the child or youth is identified as in need of special education services while in the correctional facility, we will notify the local school of the child or youth of such need;
- (3) where feasible, we will provide transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- (4) WE will provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the correctional facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;
- (5) WE will work to ensure that the correctional facility is staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;
- (6) WE will ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
- (7) to the extent possible, WE will use technology to assist in coordinating educational programs between the correctional facility and the community school;
- (8) where feasible, WE will involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;
- (9) WE will coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under Title I of Public Law 105-220, and vocational and technical education funds;

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- (10) coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
- (11) if appropriate, WE will work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

II. Roles and Responsibilities

DJJ and the SCHOOL BOARD agree that the stated purposes can be achieved only through coordinated planning, resource sharing, and staff training. To accomplish this goal, the agencies agree to:

1. Assign staff to meet regularly to exchange pertinent information regarding agency regulations and policies.
2. Clarify agency responsibilities through a joint procedures manual.
3. Conduct joint facility needs assessments, planning, implementation, and evaluation activities.
4. Encourage local staff and parent participation in planning, program development, and staffing;
5. Monitor and effectively implement state legislation concerning the education of students in DJJ settings.
6. Share applicable student/client information in a manner consistent with rules and regulations dealing with confidentiality.
7. Share the responsibility of providing technical assistance in the development, implementation, and evaluation of effective programs.
8. Disseminate this agreement to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the agreement.
9. Participate in a SCHOOL BOARD/DJJ Workgroup. The Workgroup shall:
 - a. Provide a liaison network between the two agencies.
 - b. Monitor the implementation of this agreement.

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- c. Receive and review questions concerning apparent conflicts in agencies regulations/policies and practices and recommend resolution.
- d. Provide for the regular exchange of agency information.
- e. Provide students with access to virtual school.

Responsibilities of DJJ

To implement this agreement, DJJ shall:

1. Receive and utilize technical assistance from the SCHOOL BOARD regarding the development and implementation of any rules/policies developed by DJJ pertaining to the provision of educational programs for students in DJJ or DJJ-supported facilities in a manner consistent with state and federal laws, rules, and regulations.
2. Receive and utilize information regarding educational best practices for students in DJJ or DJJ-supported facilities disseminated by the Florida Department of Education, Bureau of Exceptional Education and Student Services.
3. Provide early notice to school districts regarding the siting of new juvenile justice facilities, consulting with school districts regarding the types of students expected to be assigned to commitment facilities for educational planning and budgeting purposes, notifying in writing to the Department of Education when a request for proposal is issued for the construction or operation of a commitment or detention facility anywhere in the state, notifying in writing the appropriate school district when a request for proposal is issued for the construction or operation of a commitment or a detention facility when a county or site is specifically identified, and notify the school district superintendent after the award of a contract for the construction or operation of a commitment or detention facility within that school district.
4. Anticipate and assist in the monitoring and evaluation of programs for students served in DJJ settings to ensure compliance with applicable state and federal laws, rules, and regulations.
5. For each student exiting a DJJ facility, develop a transition plan, jointly, involving a representative of the SCHOOL BOARD in planning for the student's next placement (DJJ and the SCHOOL BOARD representative shall document the transition plan jointly).
6. Maintain responsibility and make final decisions for youth while not in the educational programs relative to student care, to include security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services, and supervision of youth.

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Responsibilities of the SCHOOL BOARD

To implement this agreement, the SCHOOL BOARD shall:

1. Provide a free appropriate public education, including but not limited to academic, career, and special education services as appropriate for students 5 to 18 years of age, consistent with all state and federal rules, regulations, and laws.
2. Coordinate activities for the identification, location, evaluation and transition of all children served in educational programs in DJJ settings.
3. Develop a School Improvement Plan (SIP) that addresses student outcomes and performance. The SIP will address budget, training, instructional materials, technology, staffing, and student support services. Portions of the plan may be included in the Moore-Mickens Education Center SIP.
4. Provide general supervision of educational services through a review of the procedures & documents for providing education programs to determine compliance with provisions of the agreement and applicable State Board of Education rules.
5. Monitor and evaluate education programs provided for students by or through DJJ-supported facilities to ensure compliance with Florida Statutes, applicable federal laws, rules, and regulations.
6. Provide technical assistance to DJJ in the development, coordination, and review of personnel training needs for contracted staff responsible for providing education and related services to students in DJJ or DJJ-supported facilities.
7. SCHOOL BOARD staff serving DJJ sites are responsible for providing the instructional component of the student's overall program. Behavior management, discipline, and emergency intervention actions are the responsibility of DJJ or Program staff. This includes the use of physical restraint and or secured seclusion for students who present a threat to their own safety or the safety of others.

III. Administrative Procedures

Timelines

This cooperative agreement shall become effective with the signature of the SCHOOL BOARD and DJJ. It will be reviewed annually and either party may request amendments at such time as

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the agreement is reviewed. Any proposed amendments or modifications shall be submitted in writing by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any amendments shall become effective only if agreed to in writing observing all the formalities of this agreement.

Confidentiality

Each agency will protect the rights of students and juvenile justice youth with respect to records created, maintained, and used by public institutions within the state. It is the intent of this agreement to ensure that parents, students, and juvenile justice youth have the rights of access, the rights of challenge, and the rights of privacy with respect to records and reports; and that applicable laws and regulations for these rights shall be strictly adhered to. Necessary student information will be shared between agencies in accordance with Florida Statutes.

Notice Provision

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail or via electronic mail, postage prepaid, and addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provision of the paragraph.

Authority

Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement. Each agency specifies by position the persons who have primary responsibility for implementing and signing the agreement.

Termination

This agreement may be terminated by either party, with or without cause, by providing written notice thirty (30) days prior to termination unless an earlier time is agreed upon by the parties.

IV. Allocation of Resources

So that the mutually agreed-upon objectives of the agreement can be adequately met, resources from the SCHOOL BOARD and DJJ will be allocated based on the previously identified roles and responsibilities of each agency.

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DJJ agrees to:

1. Work jointly with educational personnel on matters relative to discipline and educational programming during the instruction process.
2. Provide DJJ staff members in each classroom during instruction for the purpose of maintaining safety. For the Juvenile Detention Center specifically, the DJJ staff to student ratio will be maintained at a minimum of 1:12 at all times.
3. Provide adequate facilities that are conducive to the learning process, including utilities and maintenance, to house the educational program.

The SCHOOL BOARD agrees to:

1. Furnish adequate classroom teachers and teacher assistants for DJJ facilities in which SCHOOL BOARD personnel provide direct instruction. Substitute teachers, if available, will be provided when the regular classroom teacher is absent. Instruction shall be classified as Graduation Enhancement - DJJ due to the make up and characteristics of the students. The units shall be allocated to maintain a teacher to student ratio of no more than 1:18. Instructional and support staff shall be funded under the Graduation Enhancement - DJJ category.
2. Purchase and maintain materials, equipment, and supplies used in the students' educational program, including classroom technology to ensure students meet high academic achievement standards.
3. Provide DJJ Specialist support to maintain appropriate educational records, including data entry, in compliance with DOE rules and regulations. DJJ Specialists are funded under the Graduation Enhancement - DJJ category.
4. Provide supervision of teaching staff and educational services in compliance with provisions of the agreement and applicable State Board of Education rules.

V. Educational Evaluation

DJJ and the SCHOOL BOARD agree to:

1. Collaboratively define assessment protocols for intake, service implementation, and transition planning. For the Juvenile Detention Center, appropriate academic assessment will be conducted within five (5) calendar days upon entry to determine proficiency levels in Reading, Mathematics, and Writing. In addition, vocational assessments will be administered. All assessment information will be placed in the student educational files. The school district will be responsible for ensuring the completion of the assessment process.

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- 2. Collaboratively define and implement evaluations of treatment and educational services.

VI. Curriculum and Instruction

DJJ and the SCHOOL BOARD agree to ensure that:

- 1. The education, treatment, and residential programs are integrated.
- 2. Educational services follow a defined curriculum appropriate to the student's age and identified needs and are consistent with the DJJ or DJJ-supported facility's length of program services.
- 3. Instructional delivery methods are appropriate for the target student population.
- 4. All youth have an individually prescribed, integrated treatment/education plan.
- 5. The courses offered are in accordance with the Florida Course Code Directory.
- 6. General Education Diploma (GED) prep courses and the GED Exit Option Program are available to the students.
- 7. Students will receive a minimum of 300 minutes of instruction daily.

VII. Classroom Management and Attendance

DJJ and the School Board (WE) agree to ensure that:

- 1. There is a written common discipline plan for the educational and treatment programs agreed to by the Superintendent of each facility and the Director of the educational program and between DJJ and the Board.
- 2. Specific procedures for out-of-control students and class attendance are included in each facility's operation manual.
- 3. All classes will be conducted with a minimum of one classroom teacher and one DJJ staff member.
- 4. DJJ is responsible for safety and security of students and educational personnel.

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5. All students will be required to attend class in accordance with SCHOOL BOARD policy.
6. WE will work cooperatively in scheduling DJJ programs to minimize interference with school attendance.
7. WE will follow the SCHOOL BOARD-provided testing calendar for state tests.
8. WE will collaborate on the educational calendar, providing school days, in-service days, and holidays. For the Juvenile Detention Center, instruction will be provided for 240 days per year.

VIII. Qualified Instructional Personnel

Professionals instructing students are Florida certified, including Florida ESE certification or willingness to work toward Florida Exceptional Student Education (ESE) certification, or provide evidence to the SCHOOL BOARD that they have applied for Florida certification.

Instructional staff is assigned to graduation enhancement activities relating to their specific duties and responsibilities as provided for in the SCHOOL BOARD's approved School Improvement Plan.

IX. Teaching Skills

DJJ and the SCHOOL BOARD agree to the following:

1. Certified teachers are responsible for the academic instruction and elective instructional activities, and must certify mastery of student performance objectives and Sunshine State Standards.
2. Teachers are expected to use a variety of evidenced-based instructional strategies, including the use of classroom technology to ensure students meet high academic achievement standards.
3. Written academic plans will be developed for all non-ESE students within 15 school days of the student's entry into the facility. The academic plans will be based upon each student's entry assessments and past records, and shall address reading, writing, and mathematics. Academic plans will be used by all instructional staff regardless of the content area they are teaching. The school district's support staff including a Guidance

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Counselor, ESOL Resource Teacher, and ESE Specialist will assist as needed with the implementation of the plans.

- 4. For students with disabilities, current IEPs will be obtained with the assistance of the ESE Specialist.
- 5. Both parties will support continuing education efforts by instructional personnel.

X. Transition

DJJ and the SCHOOL BOARD agree to coordinate the preparation and planning necessary for student movement within and between programs involving educational, facility, and aftercare staff in addition to other appropriate personnel, significant others, and program or agency representatives. Transition is the driving force behind the youth performance contract and educational plan, where the emphasis is placed on change as opposed to compliance; that is, what the student learns at the facility is solidified so that he or she can apply that learning effectively on transition to home, school, and community.

DJJ and the SCHOOL BOARD agree to ensure that:

- 1. A specific transition program is in place at the facility and in the school system.
- 2. A transition plan is developed for each of the students upon admission to the program, is incorporated into the performance contract, and is reviewed on a regular basis. Transition planning involves educational, facility, and aftercare staff in addition to designated individuals from outside agencies and/or programs.
- 3. DJJ will notify the educational services provider thirty (30) days prior to a student's preparing to exit the program, except for youth in Juvenile Detention Centers, which are generally expected to be committed for no more than 21 days. For those youth, DJJ will notify the educational services provider as soon as practicable.
- 4. Student records (including educational records contained in the commitment packet) will be accessed by the educational staff upon a student's entry into the program.

XI. Student Records

The SCHOOL BOARD shall:

- 1. Maintain grade books including Sunshine State Standards checklists.

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- 2. Provide the following for the educational file: a current Pasco County registration form, a current copy of the student's cumulative transcript which includes the courses in which the student is currently enrolled from the MIS System and the student's total credits attempted and earned at previous schools, including juvenile justice programs.
- 3. Transfer and receive records via the student's DJJ commitment packet or conduct an interagency transfer of records via SCHOOL BOARD and DJJ.

To implement this agreement, DJJ shall:

- 1. Ensure that all student records from previous schools attended shall be included in the youth's commitment package prior to entry into a DJJ facility.

XII. Interagency Disputes

Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal, and policy grounds.

Staff from the receiving agency shall provide written response, which includes proposed solutions to the conflict, within forty-five (45) days of receipt of the notice of conflict.

Upon resolution of the conflict, a joint written statement indicating the resolution will be developed and disseminated by a representative from each agency. Should further action be required, a report from each agency will be submitted to the appropriate agency heads for resolution.

The resolution of all the conflicting issues, while this agreement is in effect, will occur at the lowest level possible.

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

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 (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of *Section 768.28 (5), Florida Statute*.

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XIII. Safety and Support Responsibilities of the DJJ

To implement this agreement, DJJ shall:

1. Provide a safe and secure environment for all youth and personnel.
2. Investigate all safety violation incidents that arise.
3. Participate and assist in the monitoring and education programs provided by or through DJJ-supported facilities to ensure compliance with Florida Statutes, applicable federal and state laws, rules, and regulations (this statement in no way abrogates the SCHOOL BOARD's responsibility in monitoring educational programs).
4. Implement recommendations made through the evaluation process.

To implement this agreement, the SCHOOL BOARD shall

1. Monitor and evaluate education programs provided by or through DJJ-supported facilities to ensure compliance with Florida Statutes, applicable federal and state laws, rules, and regulations.
2. Implement recommendations made through the evaluation process.

XIV. Quality Assurance

DJJ and the SCHOOL BOARD agree to the following:

1. Jointly work on reviewing the Quality Assurance Report and will collaborate on correction of deficiencies.
2. Determine action steps necessary to implement recommendations in the report.
3. Determine responsibility for each action step to be implemented.
4. Establish time frames to implement recommendations.

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XV. No Contact Orders and Zero Tolerance

DJJ and the SCHOOL BOARD agree, pursuant to s. 1006.13, F.S., to the following guidelines for ensuring that all children who have been found to have committed one or more of the enumerated felony offenses in s.1006.13(5)(a), F.S., or who have had a no contact order entered by the court are reported and for ensuring that all steps necessary are taken to protect the victim.

To implement this agreement, DJJ shall:

1. Notify the SCHOOL BOARD at the time of adjudication, withholding of adjudication, or plea of guilty or nolo contendere when:

the felony offense is: homicide, assault, battery, culpable negligence, kidnapping, false imprisonment, luring or enticing a child, custody offenses, sexual battery, lewdness and indecent exposure, abuse of children, robbery, robbery by sudden snatching, carjacking, and home-invasion-robbery

AND

the offender and the victim or the victim's sibling(s) attend school in the same school district or ride the same school bus.

Notification will be from DJJ to one person or office designated by the SCHOOL BOARD.

2. Notify the SCHOOL BOARD when a judge enters a no contact order; notification will come from DJJ to the person or office designated by the SCHOOL BOARD. Notification will be from DJJ to one person or office designated by the SCHOOL BOARD.
3. Notify the victim's parents or legal guardian of the right to attend the sentencing or disposition of the offender and the right of the victim to request that the offender be required to attend a different school.
4. Notify the SCHOOL BOARD when a court orders that the offender and the victim and the victim's sibling(s) are allowed to attend the same school. DJJ will send the notification to the person or office designated by the SCHOOL BOARD.

To implement this agreement, the SCHOOL BOARD shall

1. Facilitate allowing the offender to attend another school in the district provided the other school is not attended by the victim or sibling of the victim.

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2. Facilitate allowing the offender to attend a school in a different district if the offender is unable to attend a different school in the same district.
3. Agree that if the offender is unable to attend school in a different school district or is unable to attend a different school within the district, the SCHOOL BOARD shall take appropriate steps to take any reasonable precaution necessary to keep the offender separated from the victim and victim's siblings in school and on school transportation; the steps include, but are not limited to: in-school suspension of the offender, and the scheduling of classes, lunch, or other school activities of the victim and the offender so as not to coincide.
4. The SCHOOL BOARD will work with the parents in order to facilitate the parents' paying for transportation if the offenders attend a different school; the SCHOOL BOARD will provide this transportation if it exists at no additional cost.

Neither party shall assign this agreement; however, the parties may modify it in writing in mutual agreement.

This agreement is a three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period of July 1, 2012 through June 30, 2013. This agreement and subsequent renewals will be subject to final approval by the SCHOOL BOARD.

DISTRICT SCHOOL BOARD OF PASCO COUNTY, Florida

Chairman
District School Board of Pasco County

Date Signed

Superintendent
District School Board of Pasco County

Date Signed

STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE

Darlene Conwell
Pinellas- Pasco Chief Probation Officer

6/6/12
Date Signed

Kendra Goodman 6/8/12
Signature Date
Kendra Goodman, Purchasing Agent
District School Board of Pasco County

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