



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

Kendra Goodman, CPPO, CPPB, Purchasing Agent

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July 3, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Curriculum and Instructional Services Department
Cooperative Agreement
G4S Youth Services, LLC – Pasco Girls Academy

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. Please reference the attached memo from Vanessa Hilton, Director of Curriculum and Instructional Services Department. This agreement was reviewed and approved on June 21, 2012 by Nancy Alfonso, School Board Attorney.

At this time, we respectfully request your approval to retroactively enter into this agreement with the above-referenced facility for the first year of a three-year agreement. This agreement is 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 agreement 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.

KDG/dam

Attachments

District Wide Accreditation • Southern Association of Colleges and Schools

Date/Time: June 26, 2012 12:01:00



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-021-11/12

Contact: Vanessa Hilton, Director
Ramon Suarez, Supervisor
Curriculum & Instructional Services

DATE: July 3, 2012

TO: Kendra Goodman, Director, Purchasing Department

FROM: Vanessa Hilton, Director, Curriculum and Instructional Services Department *vet*
Ramon Suarez, Supervisor, Curriculum and Instructional Services Department *RS*

SUBJECT: 2012-2013 Agreements for Educational Services Between the District School Board of Pasco County and G4S Youth Services, LLC- Pasco Girls Academy

The District School Board has maintained a cooperative agreement with G4S Youth Services, LLC- Pasco Girls Academy (PGA).

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 this agreement shall be for three (3) school years, and will be renewable on a yearly basis by mutual agreement of the parties. The contract shall be in effect, retroactively, from July 1, 2012 through June 30, 2013. The term of this contract is based on a 240-day school term as is required by the state statues and approved by the District in accordance with the District approved calendar.

B. 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.

July 3, 2012
Kendra Goodman, Director Purchasing Department
PGA Contract
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This contract also provides 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 is the 2012-2013 Agreement for Educational Services Between the District School Board of Pasco County and G4S Youth Services, LLC- Pasco Girls Academy (PGA)

cc: Lori Wiggins, Supervisor, Curriculum and Instructional Services



RECEIVED

6/20/12 Dim

AGREEMENT

between

DISTRICT SCHOOL BOARD OF PASCO COUNTY

and

**PASCO GIRLS ACADEMY
operated by G4S Youth Services, LLC.**

This agreement, made and entered into this May 8, 2012, by and between the District SCHOOL BOARD of Pasco County, Florida, hereinafter referred to as the "SCHOOL BOARD", and G4S Youth Services, LLC, hereinafter referred to as "PASCO GIRLS ACADEMY" or "PGA".

WITNESSETH:

WHEREAS, PASCO GIRLS ACADEMY, provides services at 2953 Wilson Road, Land O' Lakes, Florida; and,

WHEREAS, PASCO GIRLS ACADEMY is approved by the SCHOOL BOARD as a school conducting educational alternative programs of education, training and related services for students identified and made eligible for such programs by State Board of Education Rule 6A-6.0528 FAC and FS 1003.52; and,

WHEREAS, the SCHOOL BOARD has the authority as provided by FS 1003.01(12) and State Board of Education Rule 6 A-1.099 to engage in a contractual relationship with for-profit corporations which have been formed for the purpose of providing a cooperative educational service to the District; and,

WHEREAS, the SCHOOL BOARD wishes to provide special educational alternative programs and training for students who meet the aforementioned criteria and believes that PASCO GIRLS ACADEMY offers such a program, now therefore:

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 renewable annually by mutual agreement of the parties.
2. The educational program will be based on the district's current *Student Progression Plan*, the *Florida Course Code Directory* and *Instructional Personnel Assignments*, Florida's Next Generation Sunshine State Standards, and the course descriptions as defined in the Florida Course Code Directory.
3. The curriculum will include, but not be limited to, appropriate academic courses which lead to high school graduation, employability skills, career awareness, character development, law education, health and life skills, vocational offerings, fine or performing arts, and social skills that are appropriate to the student's needs. Courses available will include: Language Arts, Mathematics, Social Studies, Science, Physical Education, and various elective courses.

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<p>CONTRACT REVIEWED AND APPROVED: <i>Kdy 6-21-12</i></p>

4. The educational program will consist of a minimum of 300 minutes per day (or its weekly equivalent) of instruction and the instructional calendar will provide a minimum of 240 days of instruction. Classes shall be held during the times indicated on the Department of Juvenile Justice (DJJ) school calendar. Any deviation from the DJJ school calendar must be requested in writing and approved by the Supervisor of the Graduation Enhancement Program.
5. The instruction shall be classified as Graduation Enhancement – DJJ, and funded under Dropout Prevention DJJ category, due to the make up and characteristics of the students.
6. Corporal punishment will in no way be condoned as a means of discipline.

Responsibilities of the SCHOOL BOARD

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

1. Provide Florida certified teachers, funded under Dropout Prevention - DJJ category, who will be responsible for the academic instruction and the supervision of instructional activities.
2. Provide two (2) full time teaching allocations based on course needs and/or student needs. In order to offer optimum educational services, the SCHOOL BOARD and PASCO GIRLS ACADEMY shall permit not more than eleven (11) students in any one academic class.
3. Provide two (2) full time instructional assistants, funded under Dropout Prevention - DJJ category, to provide support in the classrooms. Additional allocations may be provided based on individual student needs.
4. Employ approved substitute teachers for the regular classroom teachers when needed.
5. Provide adequate classroom space at the program site.
6. Provide student support services, as needed, by an itinerant guidance counselor. Assistance will also be provided to PASCO GIRLS ACADEMY in seeking mental and physical health services as needed.
7. Assist with review the student's past educational records from the Department of Juvenile Justice (DJJ) commitment files from detention assignment, or prior commitment programs. When the most current records are not present, the Juvenile Justice Specialist will make and document (with dates) requests for student educational records, transcripts, and Exceptional Student Education (ESE) records, including Individual Education Plans (IEP)s, within five school days of the student's entry into the facility. The 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 district's information system, or by calling and/or faxing detention centers, school districts, and probation officers.
8. Provide educational support services, including regularly scheduled ESE consultant services and English for Speakers of Other Language (ESOL) services as needed.
9. Provide students access to Virtual School courses, when appropriate. The school guidance counselor, the teachers and the principal shall work with PASCO GIRLS ACADEMY staff



to provide secure, supervised access to the internet for students who qualify to enroll in Virtual School courses.

10. Provide teachers access to borrow media materials from the District Media Center.
11. 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 the Department of Juvenile Justice 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.
12. Provide professional development for instructional staff, as needed, in topics related to the Student Progression Plan, classroom management, and any others identified areas of need. PASCO GIRLS ACADEMY staff will be allowed to participate in any in-service training opportunities when appropriate.
13. Provide PASCO GIRLS ACADEMY access to the school district's courier service. A courier stop will be provided at PASCO GIRLS ACADEMY.
14. Provide supervision and evaluation of the teaching staff, which will be provided by the principal of Marchman Technical Education Center or designee.
15. Require assigned teaching staff to:
 - a. Implement approved curriculum, following requirements of the district's current *Student Progression Plan*, the course descriptions as identified in the *Florida Course Code Directory and Instructional Personnel Assignments*, and the Florida Next Generation Sunshine State Standards.
 - b. Certify the students' mastery of performance objectives and the New Generation Sunshine State Standards for all courses offered for credit toward a standard high school diploma as defined in FAC 6A-6.05281, 6A-4.003, 6A-1.0502 and 6A-4.004.
 - c. Provide an 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.
 - d. Provide high school students with 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*.
 - e. Provide weekly, by period, attendance records for each student.
 - f. Complete required District reports.
 - g. Maintain annual professional development plans to foster professional growth.
 - h. Maintain, in collaboration with PASCO GIRLS ACADEMY staff, an educational file for each student served.
 - i. 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 PGA. The assessments results will be reported to the SCHOOL BOARD on a quarterly basis.
- j. 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 place in the student's educational file.
 - k. For non-ESE students, teachers shall obtain current Individual Academic Plan (IAP)s (or initiate the development of new IAPs) within 15 days of the student's entry into the program. The academic plans will address reading, writing, mathematics, and/or other educational needs, and will be used by all instructional staff regardless of the content area they are teaching. All assessment information and educational plans (i.e., IEPs or IAPs) will be placed in the student's educational files.
 - l. Document student progress through work products, personal observations, continuing assessments, grade books, report cards, progress reports and/or work folders. Where feasible, teachers will involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities.
 - m. 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. The SCHOOL BOARD's support staff may include: Guidance Counselor, ESOL Resource Teacher, and ESE Specialist to assist with progress monitoring implementation.
 - n. Develop classroom management procedures that are equitable and which apply appropriate behavior, classroom management strategies, maintain instructional momentum, promote positive student self-esteem, empowers learners to become independent learners, and ensure that students remain on task.
 - o. Cooperate with the PGA staff to implement any "no contact " orders entered by the court that apply to their students.
 - p. 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 State of Florida High School Diploma through the General Education Development (GED), and/or post secondary options). The school guidance counselor will assist with this process.
 - q. Maintain educational files for each student, which, at a minimum, contains the student's permanent record card reflecting 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).

Responsibilities of PASCO GIRLS ACADEMY

To fulfill the terms of this agreement, the PASCO GIRLS ACADEMY agrees to:

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1. Adopt, as part of its governing policies, State Department of Education and SCHOOL BOARD policies and procedures relating to Graduation Enhancement (Dropout Prevention) Juvenile Justice Programs.
2. Provide the necessary utilities (including telephone service), and maintenance to house the students. Additionally, PASCO GIRLS ACADEMY will maintain the upkeep of grounds surrounding classrooms and teacher planning areas by mowing and pruning foliage as needed to be well maintained.
3. Provide meals, medical treatment, counseling and social services for the students.
4. Maintain student records in accordance with State requirements for Dropout Prevention/Juvenile Justice Programs, as well as the information for data reporting requirements requested by the SCHOOL BOARD and State and Federal agencies.
5. Collaborate with SCHOOL BOARD employees to provide ongoing access to all relevant student records.
6. Ensure the safety of educational personnel by placing one (1) PGA staff in each classroom during instruction. In addition, one PGA floating staff member will be available at any time during school hours. The ratio will be one (1) PGA staff per ten (10) students.
7. Notify teaching staff of any "no contact" orders entered by the court that apply to their students.
8. Contact the Supervisor of Graduation Enhancement Programs immediately when there is a complaint lodged against a classroom teacher, so that both agencies may investigate the charges.
9. Provide, via the Juvenile Justice Specialist, 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 and the student's total credits attempted and earned at previous schools, including juvenile justice programs.
10. Assign PGA staff to participate in treatment team meetings to review and document students' academic plans.
11. Conduct exit staffings and transition meetings for all students. The team 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.
12. Place in the students DJJ commitment file or DJJ discharge packet, prior to 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.

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13. Develop a School Improvement Plan (SIP) in cooperation with Marchman Technical Education Center administration that addresses student outcomes and performance. The SIP will include budget, training, instructional materials, technology, staffing, and student support services.
14. Develop written educational policies and procedures that address the current quality assurance standards and accurately reflect the roles and responsibilities of all educational personnel (including district personnel who work on a consultant basis).
15. Participate to the extent necessary in the review of placement process guaranteed to parents or guardians of a student under FS 1003.52.
16. Maintain confidentiality and 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.
17. 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.
18. Notify the SCHOOL BOARD in writing within a minimum of thirty days prior to the awarding of contracts for construction or renovations that would affect the educational programs.
19. Notify the SCHOOL BOARD in writing within a minimum of sixty 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 PASCO GIRLS ACADEMY and confer with its staff at reasonable times. Further, the SCHOOL BOARD and PASCO GIRLS ACADEMY agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this contract.
2. The instructional and non-instructional staff members are bound by their respective U.S.E.P. agreements with the District SCHOOL BOARD of Pasco County. SCHOOL BOARD employees will respond to the Principal of Marchman Technical Education Center. PASCO GIRLS ACADEMY staff are bound by their agreement with PASCO GIRLS ACADEMY and respond to the Director of PASCO GIRLS ACADEMY.
3. PASCO GIRLS ACADEMY shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section.
4. PASCO GIRLS ACADEMY shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract. 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

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candidate for public office.

5. In the event that the instructional staff and PASCO GIRLS ACADEMY personnel are unable to agree upon a function not specified in this agreement, the Director of PASCO GIRLS ACADEMY and the Supervisor for Graduation Enhancement (Dropout Prevention) will attempt to resolve any differences that 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 Superintendent or his designee and to the Chief Executive Officer of PASCO GIRLS ACADEMY.
6. 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*.
7. 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

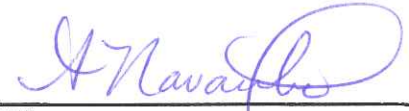
Chairman
District SCHOOL BOARD of Pasco County
ACADEMY

Superintendent
District SCHOOL BOARD of Pasco County

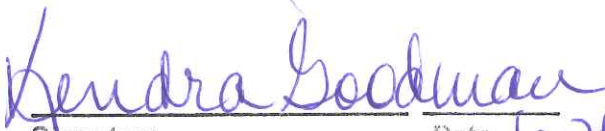
PASCO GIRLS ACADEMY



Chief Executive Officer / *President*
G4S Youth Services/PASCO GIRLS



Witness



Signature Date *6-21-12*
Kendra Goodman, Purchasing Agent
District School Board of Pasco County

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