

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 813/ 794-2221 Fax: 813/ 794-2111 727/ 774-2221 TDD: 813/ 794-2484 352/ 524-2221 e-mail: kgoodman@pasco.k12.fl.us

July 26, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent

RE: New Port Richey Marine Institute (Ami Kids Pasco, Inc.) and PACE Center for Girls, Inc. Purchase Orders #20000520; 20000521; 20000607

On June 7, 2011 the cooperative agreements with New Port Richey Marine Institute (Ami Kids Pasco, Inc.) and PACE Center for Girls, Inc. were Board approved. These agreements are for students in the Department of Juvenile Justice Program in Pasco County to participate in educational services with various facilities.

The attached purchase orders for New Port Richey Marine Institute (Ami Kids Pasco, Inc.) totaling \$273,869.65 and PACE Center for Girls, Inc. totaling \$203,468 are for payment purposes. The figures represent 85% of the FTE funds generated by eligible students enrolled for the state mandated 230 instructional days as outlined in the Board approved contract.

At this time, we respectfully request your approval of the above-referenced purchase orders for the period of July 1, 2011 through June 30, 2012.

Should you have any questions or wish to discuss this further, please contact me at your convenience.

KDG/amj Attachments

Date/Time: July 19, 2011 11:31:00

DISTRICT SCHOOL BOARD OF PASCO COUNTY PURCHASING DEPARTMENT 20430 GATOR LANE LAND O' LAKES, FL 34638 PHONE: 813.794.2221 FAX: 813.794.2111				PURCHA	ASE ORDER 2000052	NUMBER	1_OF2_
INVOICE IN TRIPLICATE INCLUDING THIS PURCHASE ORDER NUMBER TO: District School Board of Pasco County Accounts Payable 7227 Land O Lakes Blvd Land O Lakes FL 34638 Telephone 813/794-2290				THE VENDO	DR'S CURREN CURITY NUM	BER MUST BE ON FILE	FICATION NUMBER OR
VENDOR NEW PORT RICHEY MARINE INST 5324 SUNSET ROAD NEW PORT RICHEY FL 34652			Superv 7227 I		Title I Lakes Boulev	vard 94638	
	DATE PRINTED	ORDERED BY/DEP			CLASS ITEM NO.	FEDERAL EMPLOYER ID NO.	SALES TAX EXEMPTION NO.
		ORDERED BY/DEP AMIKIDS/R. Suarez					
	PRINTED			QTY	ITEM NO.	EMPLOYER ID NO.	EXEMPTION NO.

INFORMATION ON REVERSE

each month.

County at the end of each

ESTIMATED MONTHLY PAYMENT:

time Equivalency (FTE) generated from the FEFP by each student and shall be billed by AMIKIDS Pasco, Inc to the District School Board of Pasco County at the end of

PURPOSES ONLY AS PER

SERVICE DATES ARE FROM JULY 1, 2011 THROUGH JUNE 30, 2012. BOARD APPROVED JUNE 7, 2011 Signed by Joanne Hurly, Chair Pasco County School Board and Heather Fiorentino. Amount estimated by the sum based upon 85% of the actual Full-

PURCHASE ORDER IS FOR PAYMENT

month.

\$21,437.00

1 - VENDOR COPY

rodman ndra PURCHASING/AGENT/S/

DISTRICT SCHOOL BOARD OF PASCO COUNTY PURCHASING DEPARTMENT 20430 GATOR LANE LAND O' LAKES, FL 34638 PHONE: 813.794.2221 FAX: 813.794.2111

INVOICE IN TRIPLICATE

INCLUDING THIS PURCHASE ORDER NUMBER TO:

District School Board of Pasco County Accounts Payable 7227 Land O Lakes Blvd Land O Lakes FL 34638 Telephone 813/794-2290

VENDOR

NEW PORT RICHEY MARINE INST 5324 SUNSET ROAD NEW PORT RICHEY FL 34652 PURCHASE ORDER NUMBER

PAGE _____ OF _____

20000520

A TAXPAYER IDENTIFICATION NUMBER CERTIFICATION FORM WITH THE VENDOR'S CURRENT EMPLOYER INDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE ON FILE WITH THE PURCHASING DEPARTMENT OR THE PAYMENT WILL NOT BE ISSUED.

Reasonable cost changes may be permitted, provided they are not on a blanket purchase order, bid, quote or contracted item, but must not exceed 5% of the total order without prior approval in writing from the Purchasing Department. We reserve the right to retain any and all shipped merchandise and to deny payment for any charges that are contrary to an awarded contract of this or another governmental agency, or that are beyond the aforementioned 5%.

SHIP TO F.O.B. DESTINATION

Supervisor - Title I 7227 Land O' Lakes Boulevard Land O'Lakes FL 34638

<u> </u>							
1	DATE PRINTED	ORDERED BY/DEP	ARTMENT		CLASS ITEM NO.	FEDERAL EMPLOYER ID NO.	SALES TAX EXEMPTION NO.
07	/08/11	AMIKIDS/R. Suarez,	/JLDavis		91036	59-6000792	85-8013921275C-1
EQ		DESCRIPTION	PCSB ITEM	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
		ATIVE AGREEMENT IVE JULY 1, 2011 THROUGH), 2011					
	* * * *PAS(* ITEM TOTAL * * * CO SCHOOL BOARD USE ONLY*					257,244.00
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AGREEMENT



between

DISTRICT SCHOOL BOARD OF PASCO COUNTY

and

NEW PORT RICHEY MARINE INSTITUTE

This agreement, dated June 1, 2009 is by and between the District School Board of Pasco County, Florida, hereinafter referred to as "The School Board" and New Port Richey Marine Institute, 5324 Sunset Road, New Port Richey, Florida 34652, hereinafter referred to as "NEW PORT RICHEY MARINE INSTITUTE".

WITNESSETH:

Whereas, NEW PORT RICHEY MARINE INSTITUTE 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 Department of Juvenile Justice dropout prevention programs when school enrollment in their regular school program is not desired, available, recommended, or allowed; and

Whereas, the parties in this agreement desire a maximum degree of cooperation and administrative planning in order to provide an effective program of educational services for students placed in this program by eligibility under Florida Statute 1003.52.

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 one (1) school year, and will be renewable on a yearly basis by mutual agreement.
- 2. The School Board shall pay NEW PORT RICHEY MARINE INSTITUTE 85% of the FEFP funds generated by eligible students enrolled at NEW PORT RICHEY MARINE INSTITUTE 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 ESE Guaranteed Allocation and DJJ Supplemental Allocation. Distribution of funds will be consistent with district proceedings and positives and positives. AND APPROVED:

JUN 16 2009

NEW PORT RICHEY MARINE INSTITUTE Page 2.

- 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 NEW PORT RICHEY MARINE INSTITUTE, the School Board will provide regularly scheduled ESE consultant and related services, MIS Data Entry/Juvenile Justice Specialist services, Student Transition Services, Academic Guidance Services, and English for Speakers of Other Language (ESOL) services as needed. These services will be covered up to 100% of FEFP funds.

Responsibilities of the School Board

To fulfill the terms of this agreement, The School Board agrees to:

- 1. Provide one (1) MIS Data Entry/Juvenile Justice Specialist to assist NEW PORT RICHEY MARINE INSTITUTE 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 IEPs, within five school days of the student's entry into the NEW PORT RICHEY MARINE INSTITUTE 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 NEW PORT RICHEY MARINE INSTITUTE staff in regards to the *Student Progression Plan*. NEW PORT RICHEY MARINE INSTITUTE 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) diploma, and post secondary options). The School Board's Guidance Counselor will assist with this process as needed.
- 3. Assist NEW PORT RICHEY MARINE INSTITUTE teaching staff in applying for recertification with the state of Florida.
- 4. Provide textbooks and supplemental instructional materials as needed.

District School Soard of Pasco County

JUN 16 2009



NEW PORT RICHEY MARINE INSTITUTE PAGE 3.

- 5. Provide inservice training in the areas mentioned above and will permit NEW PORT RICHEY MARINE INSTITUTE staff to participate in all other inservice training when appropriate.
- 6. Have NEW PORT RICHEY MARINE INSTITUTE borrow media materials from the District Media Center via the courier service.

Responsibilities of NEW PORT RICHEY MARINE INSTITUTE

To fulfill the terms of this agreement, the NEW PORT RICHEY MARINE INSTITUTE 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 seventy-two (72) students of which a maximum of five (5) can be assigned as an alternative to placement at the Harry Schwettman Educational Center. The assignment of these "school board" students will be done cooperatively by the principal of Harry Schwettman and the executive director of the NEW PORT RICHEY MARINE INSTITUTE. The students must meet the criteria for placement as DJJ students or Graduation Enhancement (Dropout Prevention) 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. Staff and the School Board staff will review the students' past educational records from the Department of Juvenile Justice (DJJ) commitment files from detention assignment, or any previous school.
- 5. Conduct, within ten (10) calendar days upon entry, the Basic achievement Skills Inventory (BASI) or and any appropriate academic assessments which provide proficiency levels in Reading, Mathematics, Language Arts. Vocational assessments administered at program entry and exit, which are 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.
- 6. 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).

District School Board of Pasco County

HIN 1 6 2009



NEW PORT RICHEY MARINE INSTITUTE PAGE 4.

- 7. Provide students when appropriate, access to Florida Virtual School courses. The teachers and the principal shall work with NEW PORT RICHEY MARINE INSTITUTE staff to provide secure, supervised access to the Internet for students who qualify to enroll in virtual school courses.
- 8. Develop an Individualized Academic Plan (IAPs) for all non-ESE 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. NEW PORT RICHEY MARINE INSTITUTE 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, Reading Coach, ESOL

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

- 9. Develop students' progress monitoring through the Progress Monitoring and Reporting Network (PMRN) three times per year (survey periods 2, 3, and 5) using progress monitoring assessments identified in the Pasco County School District Comprehensive Reading Plan. The School Board's support staff including the Guidance Counselor, Reading Coach, ESOL Resource Teacher, and ESE Specialist will assist as needed with the implementation of the plan.
- 10. Obtain current IEPs with the assistance of the ESE Specialist or initiate the development of IEPs for students assigned to ESE programs within 11 days of the student's entry into the program. Written academic plans and IEPs will be place in the student's educational file.
- 11. Document student progress through work products, personal observations, continuing assessments, grade books, report cards, progress reports and/or work folders. Where feasible, NEW PORT RICHEY MARINE INSTITUTE staff will involve parents in efforts to improve the educational achievement of their children.
- 12. Provide a program of education, training, and related services to the referred students. The instructional calendar will provide a minimum of 240 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. Three (3) 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.
- 13. Notify the Pasco County School Board a minimum of thirty days prior to the awarding of contracts for construction or renovations that would effect the educational programs.

District School Beard of Pasco County

JUN 16 2009

CONTRACT REVIEWED AND APPROVED: x6-9-09

- 14. Work cooperatively with the School Board to implement any "no contact" orders entered by the court that apply to their students.
- 15. Review and document academic plans as part of treatment team meetings.
- 16. Be responsible for exit staffings and transition meetings. They will develop an ageappropriate 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.
- 17. 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.
- 18. Have the NEW PORT RICHEY MARINE INSTITUTE teaching staff to develop a curriculum that is based on the district's *Student Progression Plan*, the *Florida Course Code Directory and Instructional Personnel Assignments* (2009-2010), and the course descriptions of the courses the students are taking. The courses will be consistent with the Florida Sunshine State Standards.
- 19. Have the NEW PORT RICHEY MARINE INSTITUTE teaching staff to 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.
- 20. Implement an educational program, which includes a minimum of 300 minutes per day (or its weekly equivalent) of instruction.
- 21. Not dismiss, withdraw or transfer any student unless academic interventions are performed and such results demonstrate the student placement at NEW PORT RICHEY MARINE INSTITUTE is not meeting the student academic needs. These results will be shared with the District's Graduation Enhancement Supervisor or designee prior student dismissal for collaboration and future student placement. The NEW PORT RICHEY MARINE INSTITUTE shall notify the School Board within 10 school days prior to any student transfer, transition and student placement purposes.
- 22. Have the teaching staff 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.

HIN 16 2009



NEW PORT RICHEY MARINE INSTITUTE PAGE 6.

- 23. 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.
- 24. 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.
- 25. Have and use professional development plans or annual teacher evaluations to foster professional growth.
- 26. Develop a School Improvement Plan in cooperation with the School Board administrators that addresses student outcomes and performance. The SIP will include NEW PORT RICHEY MARINE INSTITUTE budget, training, instructional materials, technology, staffing, and student support services. Portions of the SIP may be included in the Schwettman Education Center's SIP.
- 27. 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).
- 28. Provide the School Board will provide an annual school calendar that includes a minimum of 240 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 NEW PORT RICHEY MARINE INSTITUTE students.
- 29. To be involved in the School Board's breakfast and lunch program. NEW PORT RICHEY MARINE INSTITUTE will provide transportation of breakfasts and lunches from a satellite school.
- 30. Provide weekly attendance records for each student along with the monthly invoice for payment.
- 31. NEW PORT RICHEY MARINE INSTITUTE agrees to participate to the extent necessary in the review of placement process guaranteed parents or guardians of a student under FS 1003.52.
- 32. Not 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.
- 33. Agree in writing that it complies 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.

District School Soard of Pasco County

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CONTRACT REVIEWED AND APPROVED:

- 34. Be liable, and agrees to 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.
- 35. Provide classroom space, furniture and equipment for the teachers and students participating in the school program.
- 36. Provide adequate and appropriate educational materials and supplies for the students in the program.
- 37. 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:

The staff of the School Board will be permitted to review the program provided by NEW PORT RICHEY MARINE INSTITUTE and confer with its staff at reasonable times. Further, the School Board and NEW PORT RICHEY MARINE INSTITUTE 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.

The NEW PORT RICHEY MARINE INSTITUTE agrees to provide transportation to and from the NEW PORT RICHEY MARINE INSTITUTE for its enrolled students. The NEW PORT RICHEY MARINE INSTITUTE will receive 85% basic Bus FTE funding for the operation of their transportation system. The amount of funding will be in compliance with the guidelines set forth by the Department of Education and the school district's Transportation Department.

The NEW PORT RICHEY MARINE INSTITUTE shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section The NEW PORT RICHEY MARINE INSTITUTE 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.

In the event that the instructional staff and NEW PORT RICHEY MARINE INSTITUTE personnel are unable to agree upon a function not specified in this agreement, the Executive Director of NEW PORT RICHEY MARINE INSTITUTE Strength the Supervisor of Dropout Prevention Programs will attempt to resolve any differences which may arise under this agreement.

Board Approved

W2x6-9-09

CONTRACT REVIEWED AND APPROVED: Korx 6-9-09

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 NEW PORT RICHEY MARINE INSTITUTE.

To the extent authorized by Florida law, the parties indemnify and hold harmless each other and/or all of it's 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, it's 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 NEW PORT RICHEY MARINE INSTITUTE, Pasco personnel, students, faculty, as aforesaid under the provisions of the agreement.

The School Board will be responsible for providing NEW PORT RICHEY MARINE INSTITUTE with the four FTE surveys for their review.

CERTIFICATION FOR EMPLOYEE/EMPLOYMENT BACKGROUND

NEW PORT RICHEY MARINE INSTITUTE will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statute, 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.

NEW PORT RICHEY MARINE INSTITUTE 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 NEW PORT RICHEY MARINE INSTITUTE and its employees.

NEW PORT RICHEY MARINE INSTITUTE will provide a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. NEW PORT RICHEY MARINE INSTITUTE 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.

NEW PORT RICHEY MARINE INSTITUTE will notify the District School Board of Pasco County within 48 hours in the event that any employee who NEW PORT RICHEY MARINE INSTITUTE has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense.

The parties agree that in the event that NEW PORT RICHEY MARINE INSTITUTE 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. NEW PORT RICHEY MARINE INSTITUTE 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 property damage resulting from the pasco County NEW PORT RICHEY MARINE INSTITUTE's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes. The contract shall become effective as of July 1, 2009, and terminate June 30, 2010. This agreement may be modified or amended only by mutual consent of the parties. In the event that funds to finance the program become unavailable, either party may notify the other and terminate the contract upon thirty (30) days written notice.

NEW PORT RICHEY MARINE INSTITUTE assures the District School Board of Pasco County, Florida, that it does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age in the operation of its business or provision of services.

DISTRICT SCHOOL BOARD OF PASCO COUNTY

6-16-09 Date Signed Chairman of Pasco County Distri loolx 6-16-09 Date Signed Superintendent

District School Board of Pasco County

PORT RICHEY MARINE INSTITUTE

New Port Richey Marine Institute

nan 6-9-09

Date nature Sid Kendra Goodman, Purchasing Agent **District School Board of Pasco County**

District Schoel Beard of Pasco County

HIN 16 2009



20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Florentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing Kendra Goodman, CPPB, Purchasing Agent 813/ 794-2221 Fax: 813/ 794-2111 727/ 774-2221 TDD: 813/ 794-2484 352/ 524-2221 e-mail: kgoodman@pasco.k12.fl.us

June 16, 2009

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPB, Purchasing Agent

RE: Cooperative Agreements G4S Youth Services, LLC Harbor Behavioral Health Care Institute, Inc. New Port Richey Marine Institute Pace Center for Girls – Pasco Pasco County Sheriff's Office San Antonio Boys Village, Inc. Wilson Youth Academy

The School District has numerous cooperative agreements with various facilities in order to participate in rendering educational services to the students at the Department of Juvenile Justice Program in Pasco County. Please reference the attached memo from Mr. Ramon Suarez, Supervisor of Curriculum & Instruction Services, for further information regarding these agreements.

At this time, we respectfully request your approval to enter into the one-year agreements with the above-referenced facilities. The educational services are outlined in the agreements and are attached for your perusal. These agreements will commence on July 1, 2009 and expire on June 30, 2010.

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

KDG/acf

Attachment

District School Board of Pasco County

¹JUN 16 2009

Board Approved

Date/Time: June 10,2009 13:21:00



20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing Kendra Goodman, CPPB, Purchasing Agent 813/ 794-2221 Fax: 813/ 794-2111 727/ 774-2221 TDD: 813/ 794-2484 352/ 524-2221 e-mail: kgoodman@pasco.k12.fl.us

June 16, 2009

MEMORANDUM

TO: Honorable School Board Mem	bers
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FROM: Kendra Goodman, CPPB, Purchasing Agent

RE: Cooperative Agreements G4S Youth Services, LLC Harbor Behavioral Health Care Institute, Inc. New Port Richey Marine Institute Pace Center for Girls – Pasco Pasco County Sheriff's Office San Antonio Boys Village, Inc. Wilson Youth Academy

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At this time, we respectfully request your approval to enter into the one-year agreements with the above-referenced facilities. The educational services are outlined in the agreements and are attached for your perusal. These agreements will commence on July 1, 2009 and expire on June 30, 2010.

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

KDG/acf

Attachment

District School Board of Pasco County (1111 1 6 2009)

Suard Approved,



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

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Memo # DOP-09-065 Contact: Kathleen D. Steiner, Director Kather Ramon Suarez, Supervisor A Curriculum & Instructional Services

June 16, 2009 DATE:

HONORABLE SCHOOL BOARD MEMBERS TO:

- Heather Fiorentino, Superintendent FROM: Ruth B. Reilly, Assistant Superintendent for Curriculum and Instructional epf Services
- Approval of the Cooperative Agreement between the District School Board SUBJECT: of Pasco County (DSBPC) and PACE Center for Girls, Wilson Youth Academy operated by Global Youth Services, Inc., New Port Richey Marine Institute, Harbor MANDALA, G4S Youth Services, San Antonio Boys Village, R. L. White, as Sheriff of Pasco County

Introduction

The DSBPC has maintained a cooperative agreement with PACE Center for Girls, Wilson Youth Academy operated by Global Youth Services, Inc., New Port Richey Marine Institute, Harbor MANDALA, G4S Youth Services, San Antonio Boys Village, and R.L. White, as Sheriff of Pasco County.

Description

The DSBPC must annually renew the agreements in order to participate in rendering educational services to the students at the Department of Juvenile Justice Program in Pasco County.

Action Requested

The staff requests approval of the cooperative agreement between the DSBPC and PACE Center for Girls, Wilson Youth Academy operated by Global Youth Services, Inc., New Port Richey Marine Institute, Harbor MANDALA, G4S Youth Services, San Antonio Boys Village, and R.L. White, as Sheriff of Pasco County.

Recommendation

The staff respectfully requests the approval of the cooperative agreement between the District School Board of Pasco County and PACE Center for Girls, Wilson Youth Academy operated by Global Youth Services, Inc., New Port Richey Marine Institute, Harbor MANDALA, G4S Youth Services, San Antonio Boys Village, and R.L. White, as Sheriff of Pasco County. District School Board

of Pasco County

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District Accounts	O Lakes Blvd kes FL 3463	o County	THE VENDO SOCIAL SEO PURCHASIN	R'S CURRE CURITY NUI IG DEPART	NT EMPLO MBER MUST MENT OR T	YER INDENTI I be on file He payment	FICATION FORM WITH FICATION NUMBER OR WITH THE WILL NOT BE ISSUED. are not on a blanket purchase % of the total order without We reserve the right to retain any charges that are contrary incy, or that are beyond the
VENDOR NEW PORT RICHEY MARINE INST 5324 SUNSET ROAD NEW PORT RICHEY FL 34652			Superv 7227 I	D F.O.B.I risor - Jand O' Jakes	Title Lakes	I Boulev	rard 4638
DATE	ORDERED BY/DEP	ARTMENT		CLASS ITEM NO		EDERAL OYER ID NO.	SALES TAX EXEMPTION NO.
07/11/11	AMIKids/Suarez/JL	Davis		91036	; 59.	6000792	85-8013921275C-1
SEQ	DESCRIPTION	PCSB ITEM	QTY	UNIT			EXTENDED AMOUNT

SEG	DESCRIPTION	111-111	SC 1 1	<u> </u>			
001	For payment purposes only for transportation of students. 85% basic bus FTE as per cooperative agreement approved by the School Board of Pasco County June 7, 2011		1	EACH	16,625.6500	16,625.65	
	* * * ITEM TOTAL * * *					16,625.65	
	PASCO SCHOOL BOARD USE ONLY						
	110.7242.7815.0398.7800.0000					16,625.65	
	* * ACCT TOTAL * *					16,625.65	
	REQ NBR: 9227 20002 VNDR NBR: V0000021410						
					<u> </u>		
INF	INFORMATION ON REVERSE 1 - VENDOR COPY PURCHASING/AGENT/S/						

DISTRICT SCHOOL BOARD OF PASCO COUNTY PURCHASING DEPARTMENT 20430 GATOR LANE LAND O' LAKES, FL 34638 PHONE: 813.794.2221 FAX: 813.794.2111	PURCHASE ORDER NUME 20000521
INVOICE IN TRIPLICATE INCLUDING THIS PURCHASE ORDER NUMBER TO:	A TAXPAYER IDENTIFICATION THE VENDOR'S CURRENT EMF SOCIAL SECURITY NUMBER M PURCHASING DEPARTMENT O

District School Board of Pasco County Accounts Payable 7227 Land O Lakes Blvd Land O Lakes FL 34639 813/794-2290 Telephone

VENDOR

PACE CENTER FOR GIRLS INC 5462 GRAND BOULEVARD NEW PORT RICHEY FL 32202 IBER

PAGE _____ OF _____

N NUMBER CERTIFICATION FORM WITH PLOYER INDENTIFICATION NUMBER OR MUST BE ON FILE WITH THE OR THE PAYMENT WILL NOT BE ISSUED.

Reasonable cost changes may be permitted, provided they are not on a blanket purchase order, bid, quote or contracted item, but must not exceed 5% of the total order without prior approval in writing from the Purchasing Department. We reserve the right to retain any and all shipped merchandise and to deny payment for any charges that are contrary to an awarded contract of this or another governmental agency, or that are beyond the aforementioned 5%.

SHIP TO F.O.B. DESTINATION

Supervisor - Title I 7227 Land O' Lakes Boulevard Land O'Lakes FL 34638

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F	DATE PRINTED ORDERED BY/DEPARTMENT				CLASS ITEM NO.	FEDERAL EMPLOYER ID NO.	SALES TAX EXEMPTION NO.
07,	7/08/11 PACE/Suarez/JLDavis		S		91036 59-6000792		85-8013921275C-1
SEQ		DESCRIPTION	PCSB ITEM	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
001	will ref Full-T: generat for th: \$203,40 used to staff a costs. Inc. sl County of each ESTIMA' \$16,95 Effect throug Board Signed Pasco Heathe estima 85% of Equiva from t and sh Center Pasco per co effect	enter for Girls, Inc. eceive 85% of all earned ime Equivalency (FTE) ted funds. The estimate is school year is 58.00. The Funds are o support the teachers, and other operational PACE Center for Girls, hall bill the Pasco School Board at the end h month. TED MONTHLY PAYMENT: 6.00 ive dates: July 1, 2011 h June 30, 2012. Approved: June 7, 2011 by Joanne Hurley, Chair County School Board and r Fiorentino. Amount ted by the sum based on the actual Full-Time lency (FTE) generated he FEFP by each student all be billed by PACE for Girls, Inc. to the County School Board as operative agreement ive July 1, 2011 through 0, 2012.		1	EACH	203,468.0000	203,468.00
INF		N ON REVERSE OR COPY				Hundra PURCHASS	NG/AGENT/S/

DISTRICT SCHOOL BOARD OF PASCO COUNTY PURCHASING DEPARTMENT 20430 GATOR LANE LAND O' LAKES, FL 34638 PHONE: 813.794.2221 FAX: 813.794.2111				SE ORDER 2000052	NUMBER 21	2 OF <u>2</u>	
INVOICE IN TRIPLICATE INCLUDING THIS PURCHASE ORDER NUMBER TO: District School Board of Pasco County Accounts Payable 7227 Land O Lakes Blvd Land O Lakes FL 34639 Telephone 813/794-2290				THE VENDO SOCIAL SEC PURCHASIN	R'S CURREI CURITY NUM	NT EMPLOYER INDENT IBER MUST BE ON FILE MENT OR THE PAYMEN	IFICATION FORM WITH IFICATION NUMBER OR E WITH THE IT WILL NOT BE ISSUED. If will NOT BE ISSUED. If the total order without We reserve the right to retain any charges that are contrary ency, or that are beyond the
VENDOR PACE CENTER FOR GIRLS INC 5462 GRAND BOULEVARD NEW PORT RICHEY FL 32202			Superv	isor - and O')'Lakes	,	34638	
F	DATE PRINTED	ORDERED BY/DEP	ARTMENT		CLASS ITEM NO.	FEDERAL EMPLOYER ID NO.	SALES TAX EXEMPTION NO.
07,	/08/11	PACE/Suarez/JLDav	is PCSB		91036	59-6000792 	85-8013921275C-1 EXTENDED
SEQ	PURPOSE * * * *PASC 110.524 * * <i>P</i> REQ NBF						203,468.00 203,468.00 203,468.00
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AGREEMENT

between

DISTRICT SCHOOL BOARD OF PASCO COUNTY

and

PACE CENTER FOR GIRLS - PASCO

This agreement, dated June 7, 2011 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 Department of Juvenile Justice dropout prevention programs when school enrollment in their regular school program is not desired, available, recommended, or allowed; and

Whereas, the parties in this agreement desire a maximum degree of cooperation and administrative planning in order to provide an effective program of educational services for students placed in this program by eligibility under Florida Statute 1003.52.

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

- The term of this contract shall be 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 ESE Guaranteed Allocation and DJJ Supplemental Allocation. Distribution of funds will be consistent with district procedures and policies.

District School Board of Pasco County

JUN 072011



- 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.

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 IEPs, 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) 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 inservice training in classroom management and will permit PACE staff to participate in all other school board inservice trainings when appropriate.
- 6. Permitted PACE to borrow media materials from the District Media Center via the courier service.

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AND APPROVED:

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PACE Center for Girls – Pasco Page 3 of 8

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.

Responsibilities of PACE Center for Girls - Pasco

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

- 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. Review students' past educational records from the Department of Juvenile Justice (DJJ) commitment files from detention assignment, or any previous school.
- 5. Conduct, within ten (10) calendar days upon entry, the Basic achievement Skills Inventory (BASI) or and any appropriate academic assessments which provide proficiency levels in Reading, Mathematics, Language Arts. Vocational assessments administered at program entry and exit, which are 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.
- 6. Maintain a student educational file which, at a minimum, contains the student's 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).
- 7. Provide students, when appropriate, access to Florida Virtual School, course recovery for middle school students and/or access for high school credit recovery. The teachers and the principal shall work with PACE staff to provide secure, supervised access to the Internet for students who qualify to enroll in virtual school courses.
- 8. Develop an Individualized Academic Plan (IAPs) for all non-ESE 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

District School Board of Pasco County JUN 07 2011



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 will provide Academic Counseling support, ESOL services, and ESE Services as needed with the implementation of the plans.

- 9. 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 will provide support, including Academic Counseling services, ESOL Resource Teacher, and ESE Specialist to assist with the implementation of the plan.
- 10. Obtain current IEPs with the assistance of the ESE Specialist or initiate the development of IEPs for students assigned to ESE programs within 11 days of the student's entry into the program. Written academic plans and IEPs will be place in the student's educational file.
- 11. 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.
- 12. 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. Three (3) 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.
- 13. Work cooperatively with the School Board to implement any "no contact" orders entered by the court that apply to their students.
- 14. Review and document academic plans as part of treatment team meetings.
- 15. Be responsible for exit staffings and transition meetings. They will develop an ageappropriate 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.
- 16. 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.
- 17. 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

District School Board of Pasco County JUN 0 7 2011 Board Approved

AND APPROVED:

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descriptions of the courses the students are taking. The courses will be consistent with Florida's New Generation Sunshine State Standards.

- 18. 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.
- 19. Implement an educational program, which includes a minimum of 300 minutes per day (or its weekly equivalent) of instruction.
- 20. 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. PACE shall notify the School Board within 10 school days prior to any student transfer for appropriate student transition placement.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. Have and use professional development plans or annual teacher evaluations to foster professional growth.
- 25. Develop a School Improvement Plan in cooperation with the School Board administrators that addresses student outcomes and performance. The SIP will include PACE budget, training, instructional materials, technology, staffing, and student support services. Portions of the SIP may be included in the Marchman Technical Education Center's SIP.
- 26. 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).
- 27. Provide 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.

District School Board of Pasco County

CONTRACT REVIEWED AND APPROVED.

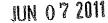
- 28. Provide students with the opportunity to be involved in the School Board's breakfast and lunch program. PACE will provide transportation of breakfasts and lunches from a satellite school.
- 29. Provide weekly attendance records for each student along with the monthly invoice for payment.
- 30. Participate to the extent necessary in the review of placement process guaranteed parents or guardians of a student under FS 1003.52.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. Provide classroom space, furniture and equipment for the teachers and students participating in the school program.
- 35. Provide adequate and appropriate educational materials and supplies for the students in the program.
- 36. Notify the Pasco County School Board a minimum of 30 days prior to the awarding of contracts for construction or renovations that would effect the educational programs.
- 37. 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:

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.

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.

District School Board of Pasco County





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 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.

To the extent authorized by Florida law, the parties indemnify and hold harmless each other and/or all of it's 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, it's 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.

The School Board will be responsible for providing PACE with the four FTE surveys for their review.

CERTIFICATION FOR EMPLOYEE/EMPLOYMENT BACKGROUND

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.

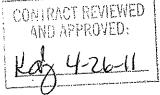
PACE will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to PACE and its employees. PACE will provide a list of its employees who have completed 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.

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.

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

PACE assures the District School Board of Pasco County, Florida, that it does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age in the operation of its business or provision of services.

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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 Bo of Pascø County

Superintendent District School Board of Pasco County Date Signed

6.7.61

.7.11

Date Signed

PACE CENTER FOR GIRLS - PASCO

Executive Director PACE Center for Girls - Pasco

Date Signed

District School Board of Pasco County

JUN 07 2011

CONTRACT REVIEWED AND APPROVED:



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 813/ 794-2221 Fax: 813/ 794-2111 727/ 774-2221 TDD: 813/ 794-2484 352/ 524-2221 e-mail: <u>kgoodman@pasco.k12.fl.us</u>

June 7, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent

RE: Cooperative Educational Service Agreements -AMI Kids Pasco, Baycare Behavioral Health, Inc., Department of Juvenile Justice, PACE Center for Girls, Pasco Girls Academy, Pasco Sheriff's Office, and Youth and Family Alternatives, Inc.

The School District has numerous cooperative educational service agreements with various facilities in order to allow for students at the Department of Juvenile Justice Program in Pasco County to participate in educational services for the 2011-2012 school year.

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 education goals. According to Section 1003.52, Florida Statutes, the District has the authority to engage in contractual relationship with nonprofit corporations and governmental agencies, which have been formed for the purpose of providing a cooperative educational service to the District.

At this time, we respectfully request your approval to enter into the agreements with the above-referenced facilities. These contracts have been reviewed and approved by the School District's attorney, Nancy McClain Alfonso, Esquire.

Should you have any questions regarding this matter, please contact Ramon Suarez. If you have any purchasing related questions regarding this agreement, please contact me.

KDG/amj Attachments

> District School Board of Pasco County

JUN 072011



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

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Memo # GEP-04-11 Contact: Vanessa Hilton, Director Ramon Suarez, Supervisor Curriculum & Instructional Services

DATE: May 25, 2011

TO: Kendra Goodman, Director, Purchasing Department

- FROM: Vanessa Hilton, Director, Curriculum and Instructional Services Department Ramon Suarez, Supervisor, Curriculum and Instructional Services Department
- SUBJECT: 2011-2012 Agreements for Educational Services Between the District School Board of Pasco County and Chris Nocco, Sheriff of Pasco County; Baycare Behavioral Health, Inc.; G4S Youth Services, LLC; Youth and Family Alternatives, Inc.; AMI Kids Pasco; Department of Juvenile Justice; and PACE Center for Girls - Pasco

The District School Board has maintained cooperative agreements with the Sheriff of Pasco County, Baycare Behavioral Health, Inc.; G4S Youth Services, LLC; Youth and Family Alternatives, Inc.; AMI Kids Pasco; Department of Juvenile Justice; and PACE Center for Girls – Pasco.

The District must fulfill its constitutional obligation to education 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 contracts shall be in effect from July 1, 2011, or the date of District Approval, which ever is later, and continue through June 30, 2012. The term of these contracts 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. Funding Basis. Of all the contracts, only PACE and AMI receive payments by the District calculated based upon the estimated projected FTE for these two sites. The projected

District School Board of Pesco County

JUN 072011

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 2011-2012 Agreement for Educational Services Between the District School Board of Pasco County and Chris Nocco, Sheriff of Pasco County; Baycare Behavioral Health, Inc.; G4S Youth Services, LLC; Youth and Family Alternatives, Inc.; AMI Kids Pasco; Department of Juvenile Justice; and PACE Center for Girls – Pasco.

cc: Lori Wiggins, Supervisor, Curriculum and Instructional Services

District School Board of Pasco County

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