



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent
813/ 794-2221 Fax: 813/ 794-2111
727/ 774-2221 TDD: 813/794-2484
352/ 524-2221 e-mail: nwestmor@pasco.k12.fl.us

July 1, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *nw*

SUBJECT: AMI Kids Pasco
Contract #2014001904

Office for Career and Technical Education is requesting approval of the attached agreement with AMI Kids Pasco. It has been determined that certain children need alternative program, 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 cooperative educational service to the District. Please reference the attached memo from Ramon Suarez, Supervisor, Office for Career and Technical Education. The agreement was approved by the District School Board's Attorney, Ms. Nancy Alfonso, on May 7, 2014.

At this time, we respectfully request your approval to enter into the attached agreement for the 2014 - 2015 school year. This is a three year contract, renewable annually based on mutual agreement of both parties. There are no associated costs with this agreement to the District.

Should you have any questions regarding this matter, please contact Ramon Suarez or Debra Reaves, Purchasing Services, at your earliest convenience.

NW/dr

Attachments

Date/Time: June 24, 2014 09:19:00

(813)794-2000 • (352) 524-2000 • (727) 774-2000 • www.pasco.k12.fl.us

The District School Board of Pasco County is System Accredited by AdvancED/Southern Association of Colleges and Schools



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office For Career and Technical Education
Ramon Suarez, Supervisor
813/ 794-2209 727/ 774-2209 352/ 524-2209
Fax: 813/ 794-2152
e-mail: rsuarez@pasco.k12.fl.us

MEMORANDUM
GEP- 020 13/14

DATE: June 13, 2014

TO: Nicole Westmoreland, Purchasing Agent

FROM: Ramon Suarez, Supervisor- Office For Career and Technical Education *RS*
Rob Aguis, Director- Office For Career and Technical Education *RA*

SUBJECT: 2014-2015 Agreement for Educational Services Between the District School Board of Pasco County and AMI Kids Pasco

The District School Board has maintained a cooperative agreement with AMI Kids 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, settings 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, 2014, or the date of District Approval, whichever is later, and continue through June 30, 2015. The term of this contract is based on a 196-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.** AMI Kids Pasco receives payments from the District. Calculations are based on the estimated projected FTE for the site. The projected revenue shall be reduced by 15 percent, which is the District's administrative cost.
- C. **Coordination (Responsible Positions).** The Superintendent of Schools shall assign a designated administrator for monitoring compliance and educational program administration.

AMI Kids Pasco shall identify one person with whom the District is to communicate on all compliance issues related to this contract.

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 2014-2015 Agreement for Educational Services Between the District School Board of Pasco County and AMI Kids Pasco.

RS/at



RECEIVED

6/16/2014

Contract # 2014001904

AGREEMENT

between

DISTRICT SCHOOL BOARD OF PASCO COUNTY

and

AMI KIDS PASCO

This agreement, dated May 1, 2014 is by and between the District School Board of Pasco County, Florida, hereinafter referred to as "School Board" and AMI Kids Pasco, 6807 Madison St., New Port Richey, Florida 34652, hereinafter referred to as "AMI KIDS PASCO".

WITNESSETH:

Whereas, AMI KIDS PASCO is a non-profit, non-residential organization to provide a comprehensive education and therapeutic prevention and intervention services to troubled adolescents eligible for this program, 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 organizations 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 an appropriate alternative educational program for school age children in dropout prevention or when school enrolment 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 non-profit organizations which have 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 one (1) school year, and may be renewable by mutual agreement of the parties.
2. The School Board shall pay AMI KIDS PASCO 85% of the FEFP funds generated by eligible students enrolled at AMI KIDS PASCO. In addition, AMI KIDS PASCO will receive class size categorical funds as provided by Section 1011.685, Florida Statutes (F.S.). FEFP funds will be determined by using the Department of Education's funding worksheet for the applicable school year. The formula shall be as follows:

$$\text{FTE} \times \text{program cost factor} \times \text{base student allocation} \times \text{district cost differential factor} = \text{FEFP dollars.}$$
 Distribution of funds will be consistent with district procedures and policies.

3. Payments will be made monthly beginning in August. The monthly amount will be annualized FTE for the program as follows:
 - A. Proportionately, amounts for the months of August 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 percent (85%) of the FEFP funds generated by eligible students enrolled at AMI KIDS PASCO, the School Board will use the remaining 15% of the FEFP funds to provide the following support services: a regularly scheduled ESE consultation, MIS Data Entry Specialist services, Student Transition Services, Academic Guidance Services, and English for Speakers of Other Language (ESOL) services as needed.
 5. AMI KIDS PASCO shall spend 80 percent (80%) of the FTE generated funds on direct instructional services and/or school operating expenses. Expenditures shall be for activities dealing directly with the teaching of students and/or the interaction between instructional staff and students. Activities shall include instructional assistants providing support with the instructional process and/or school operating expenses. Pupil transportation costs are not included.
 6. One hundred percent (100%) 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.
 7. 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 AMI KIDS PASCO 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.
 8. AMI KIDS PASCO 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. AMI KIDS PASCO shall maintain all auditable financial records related to the educational component of the program for at least 3 years, and shall submit to the School Board a copy of the audited financial statements. 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.
 9. AMI KIDS PASCO 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.
 10. AMI KIDS PASCO 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. AMI KIDS PASCO shall provide a financial accounting of all expenditures toward the educational component of the program on a quarterly basis to the School Board 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/nonrenewal of this agreement.

Responsibilities of the School Board

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

1. Provide access to one (1) MIS Data Entry Specialist to assist AMI KIDS PASCO 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 Specialist will make and document (with dates) requests for student educational records, transcripts, and ESE records, including IEP's, within five school days of the student's entry into the AMI KIDS PASCO program. The MIS Data Entry Specialist will make and document (with dates) follow-up requests for records not received through the districts' information system, or by calling and /or faxing other district schools, detention centers, school districts, and /or probation officers.
2. Provide training to AMI KIDS PASCO staff in regards to the *Student Progression Plan*. AMI KIDS PASCO 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 Diploma, and post secondary options). The School Board's Counselor will assist with this process as needed.
3. Assist AMI KIDS PASCO 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 the areas mentioned above and will permit AMI KIDS PASCO staff to participate in all other in-service training when appropriate.
6. School Board staff is responsible for supporting AMI KIDS PASCO instructional services of the student's overall program. Behavior management, discipline, and emergency intervention actions are the responsibility of AMI KIDS PASCO 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 AMI KIDS PASCO

To fulfil the terms of this agreement, the AMI KIDS PASCO agrees to:

1. Adopt, as part of its governing policies, State Department of Education and School Board policies and procedures relating to Dropout Prevention.
2. Serve a maximum of fifty (50) students. The assignment of students will be done cooperatively between the director of student services, the supervisor of graduation enhancement program and the administrator of AMI KIDS PASCO. The students must meet the criteria for placement under Graduation Enhancement (Dropout Prevention) students.

3. Maintain student records in accordance with State requirements for Graduation Enhancement (Dropout Prevention) as well as the information for data reporting requirements requested by the School Board and State and Federal agencies.
4. The staff at AMI KIDS PASCO in collaboration with the School Board staff will review the students' past educational records to ensure proper academic placement.
5. Conduct academic assessments of each student upon intake including F.A.I.R., 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 for employment while the student is enrolled at AMI KIDS PASCO. The assessments results will be reported to the School Board on a quarterly basis.
7. 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 Individual Educational Plan (IEP). The School Board will be responsible for ensuring the completion of the assessment process.
8. In order to ensure a continuum of services is available for students with disabilities, AMI will ensure that all teachers are dual certified in their respective teaching areas and are highly qualified in Exceptional Education by the end of 2014-2015. Starting on 2015-2016 all AMI teachers will be dual certified.
9. 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.
10. Provide students with access to virtual courses. AMI KIDS PASCO shall provide a staff to provide secure, supervised access to the Internet for students who qualify to enroll in virtual school courses. Any network connections and/or cable installation, including wireless Internet equipment, shall be installed by the School Board Telecommunications Department. AMI KIDS PASCO shall be responsible for funding all expenses associated with virtual courses and Internet access.
11. Be responsible for making all repairs including but not limited to, vandalism and any other damage caused by AMI students. To make any such repairs, AMI KIDS PASCO must contact the School Board's Maintenance Department. Any and all costs associated with the repairs will be the sole responsibility of AMI KIDS PASCO.
12. Provide middle school students with regular access to course recovery and provide high school students with regular access for credit retrieval via secure access to Internet as outlined in the *Student Progression Plan*.
13. Develop an Individualized Academic Plan (IAP's) 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. The School Board's support staff will include an itinerant School Counselor, itinerant ESOL Resource

Teacher, and an itinerant ESE Specialist will assist as needed with the implementation of the plans, if needed.

14. 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 School Counselor, ESOL Resource Teacher, and ESE Specialist will assist as needed with the implementation of the plan.
15. 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.
16. Document student progress through work products, personal observations, continuing assessments, grade books, report cards, progress reports and/or work folders. Where feasible, AMI KIDS PASCO staff will involve parents in efforts to improve the educational achievement of their children. Related documentation should be maintained to evidence parental involvement efforts.
17. Provide classroom space, furniture, equipment, adequate and appropriate educational materials and supplies for the teachers and students.
18. AMI KIDS PASCO agrees to pay the School Board a monthly rental fee of \$1500 and additionally agrees to cover the cost of monthly utilities including electricity, water and garbage disposal.
19. Provide a quality education program, training, and related services to the referred students. The instructional calendar will provide a minimum of 180 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.
20. Provide One (1) School Administrator, One (1) Behavior Specialist, One (1) Instructional Assistant and Three (3) teachers. This staff shall meet minimum requirements as per School Board approved job descriptions for each position.
21. 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.
22. AMI KIDS PASCO teachers and staff are employees of AMI KIDS PASCO. The School Board shall assume no liability for the supervision of the teachers and staff employed by AMI KIDS PASCO under the terms of this agreement. The School Board agrees to provide technical assistance, site-based oversight and direct support to AMI KIDS PASCO teachers and staff to support student success and program compliance with the agreement, state statute and rules, and federal laws. In addition, AMI KIDS PASCO shall use a teacher evaluation system that is consistent with current FLDOE requirements.
23. Have and use professional development plans and/or annual teacher evaluations to foster professional growth.

24. 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. AMI KIDS PASCO 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.
25. Review and document academic plans as part of treatment team meetings.
26. AMI KIDS PASCO staff is responsible for exit staffing and transition meetings. The staff will develop an age-appropriate exit portfolio 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.
27. The exit portfolio must include the following: a copy of the student's exit file, a current copy of the student's exit plan, a current permanent record card (Data Entry 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.
28. AMI KIDS PASCO teaching staff shall develop a curriculum that is based on the district's *Student Progression Plan*, the *Florida Course Code Directory and Instructional Personnel Assignments (2014-2015)*, and course descriptions of the courses the students are taking. The courses will be consistent with Common Core Standards and Florida's Next Generation Sunshine State Standards.
29. AMI KIDS PASCO teaching staff will 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.
30. Implement a quality educational program, which includes a minimum of 300 minutes per day (or its weekly equivalent) of instruction.
31. 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 AMI KIDS PASCO for disciplinary reasons unless approved by the School Board Superintendent or designee. Upon notification that an ESE student is experiencing difficulty, the
32. Superintendent's designee shall contact the School Board Director of Exceptional Student Education Program to schedule technical assistance.
33. AMI KIDS PASCO shall not dismiss, withdraw or transfer any student unless academic interventions are performed and such results demonstrate the student placement at AMI KIDS PASCO is not meeting the student academic and behavior needs. These results will be shared with the SCHOOL BOARD Superintendent or designee prior to student dismissal for collaboration and future student placement.
34. AMI KIDS PASCO shall notify the School Board within 10 school days prior to any student transfer or transition and student placement purposes.

35. 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.
36. Develop a school behavior plan that includes strategies to promote positive student self-esteem, empower students to become independent learners, and addresses individual student needs.
37. Develop a School Improvement Plan (SIP) in cooperation with Marchman Technical Education Center administration that addresses student outcomes and performance. The SIP will include AMI KIDS PASCO budget, training, instructional materials, technology, staffing, and student support services.
38. 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).
39. The School Board will provide an annual school calendar that includes a minimum of 180 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 AMI KIDS PASCO students.
40. AMI KIDS PASCO will have the opportunity to participate in the school district's breakfast and lunch program on the days they are offered at regular schools. If AMI KIDS PASCO chooses to participate in the breakfast and lunch program, AMI KIDS PASCO agrees to cover the cost for all reduced lunches and/or paid lunches, and agrees to cover all expenses regarding transportation of breakfasts and lunches from a satellite school. AMI KIDS PASCO shall work cooperatively with the school district's Food and Nutrition Department.
41. ATTENDANCE AND FTE SURVEY RECORDKEEPING
 1. Attendance shall be maintained and reported through the MIS system through regular records submitted to the DISTRICT by AMI KIDS PASCO.
 2. A MIS-generated attendance report shall be included as part of the invoice submitted for payment.
 3. Attendance shall be maintained and reported through the MIS system through regular records submitted to the DISTRICT by AMI KIDS PASCO.
 4. A MIS-generated attendance report shall be included as part of the invoice submitted for payment.
 5. The School Board shall provide to AMI KIDS PASCO an attendance report to be signed by AMI KIDS PASCO administrator and maintained for FTE auditing purposes.
 6. Only students documented to have been in attendance during the FTE Survey period, as required, shall generate funding. Poor student attendance during the FTE Survey period shall lower the funding amount provided by the agreement. Adjustments to the agreement shall be made following FTE Survey periods.

7. Attendance shall be taken once per class period or during each course. Time spent in field trips, counseling, performances, or other school-based services may be counted for attendance purposes. Certain interruptions for which AMI KIDS PASCO has no control, such as safety drills, lockdowns, bomb scares, court and student meetings with law enforcement personnel, should not be deducted from direct instruction time reported for FTE.
42. Participate to the extent necessary in the review of placement process guaranteed parents or guardians of a student under FS 1003.52
43. 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.
44. 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. AMI KIDS PASCO shall comply with Section 504 of the Rehabilitation Act of 1973. AMI KIDS PASCO shall provide accommodations to eligible students as required by Section 504 plans developed jointly by the AMI KIDS PASCO and the School Board.
45. Indemnify and hold the School Board harmless for any AMI KIDS PASCO failure to comply with Section 504 and related laws and rules. The AMI KIDS PASCO 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 AMI KIDS PASCO'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.
46. 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.
47. AMI KIDS PASCO shall possess liability insurance coverage in the amount of \$1,000,000 as required by the School Board. AMI KIDS PASCO shall provide the School Board Risk Management Office a current copy of the liability insurance coverage certificate covering the agreement period, thereof indemnifying and specifically holding harmless the School Board. Such certificate must satisfy and comply with the requests of the School Board Risk Management Office.
48. 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.

Transportation:

The School Board will provide transportation to AMI KIDS PASCO students consistent with the requirements of Florida Statutes 1006.21-27, F.S. and Chapter 1011.68, and as described in the Florida Department of Education document, revised November 2006.

1. AMI KIDS PASCO students who are eligible for FTE transportation funding will be incorporated in the total claim for state transportation reimbursement.

2. The School Board will receive state transportation reimbursement funding for students who meet the eligibility criteria for transportation funding, in as defined in accordance with Section 1011.68, Florida Statutes.

Other Provisions:

The staff of the School Board will be permitted to review the program provided by AMI KIDS PASCO and confer with its staff at reasonable times. Further, the School Board and AMI KIDS PASCO 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. AMI KIDS PASCO is responsible for students GED testing fees.

AMI KIDS PASCO shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. AMI KIDS PASCO 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 AMI KIDS PASCO personnel are unable to agree upon a function not specified in this agreement, the Executive Director of AMI KIDS PASCO and the Supervisor of Graduation Enhancement Program 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 AMI KIDS PASCO.

The School Board will be responsible for providing AMI KIDS PASCO with the two FTE surveys for their review.

CERTIFICATION FOR EMPLOYEE/EMPLOYMENT BACKGROUND

AMI KIDS PASCO 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.

AMI KIDS PASCO 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 AMI KIDS PASCO and its employees.

AMI KIDS PASCO will provide a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements.

AMI KIDS PASCO 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.

AMI KIDS PASCO will notify the School District, Human Resource Department, of any staff hiring, termination, or change in position within 10 working days.

AMI KIDS PASCO will notify the District School Board of Pasco County within 48 hours in the event that any employee who AMI KIDS PASCO 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 AMI KIDS PASCO 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. AMI KIDS PASCO 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 AMI KIDS PASCO's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

AMI KIDS PASCO 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.

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

This agreement is a one (1) year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period of July 1, 2014 through June 30, 2015. This agreement and subsequent renewals will be subject to final approval by the School Board.

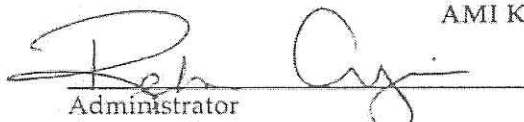
DISTRICT SCHOOL BOARD OF PASCO COUNTY

Chairman
District School Board of Pasco County

Date Signed

Superintendent
District School Board of Pasco County

Date Signed



Administrator
AMI KIDS PASCO

AMI KIDS PASCO

6/12/14

Date Signed