



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 email: mwoodall@pasco.k12.fl.us

June 18, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: Office for Career & Technical Education
Cooperative Agreement
Central Pasco Girls Academy (CPGA)

The School District has numerous cooperative agreements with various facilities in order to fulfill its constitutional obligations to educate the children of compulsory school age. Please reference the attached memo from Rob Aguis, Director, Office of Career & Technical Education for further information regarding this agreement. This agreement was reviewed and approved on May 23, 2013 by Nancy Alfonso, School Board Attorney.

At this time, we respectfully request your approval to enter into the first year of a three-year agreement with the above-referenced facility. This agreement is renewable annually based on mutual agreement of both parties. The services are outlined in the agreement and attached for your perusal. The first year of the agreement will cover the period of July 1, 2013 through June 30, 2014.

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

MJW/dam

Attachments

Date/Time: June 12, 2013 09:01:00



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 I. Suarez, Supervisor
(813) 794-2209 Fax: (813) 794-2799
(727) 774-2204 TDD: (813) 794-2484
(352) 524-2209 E-mail: rsuarez@pasco.k12.fl.us

MEMORANDUM GEP-020 12/13

May 20, 2013

To: Michael J. Woodall, Purchasing Agent

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

Subject: 2013-2014 Agreement for Educational Services Between the District School Board of Pasco County and Central Pasco Girls Academy, (CPGA)

Introduction:

The District School Board has maintained a cooperative agreement with Central Pasco Girls Academy.

Description:

The District must fulfill its constitutional obligation to educate the children of compulsory school age. It has been determined that certain children need alternative programs, setting and/or strategies to achieve their educational goals. According to Section 1003.52, Florida Statutes, the District has the authority to engage in a contractual relationship with nonprofit corporations, which have been formed for the purpose of providing a cooperative educational service to the District.

Action Requested:

Approval of the Cooperative Agreement between the District School Board of Pasco County and Central Pasco Girls Academy, (CPGA).

Recommendations:

The staff respectfully requests the approval of the Cooperative agreement between the District School Board of Pasco County and Central Pasco Girls Academy, (CPGA).

RS:mlr

AGREEMENT

between

DISTRICT SCHOOL BOARD OF PASCO COUNTY

and

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

This agreement, made and entered into this May 1, 2013, by and between the District School Board of Pasco County, Florida, hereinafter referred to as the "School Board", and G4S Youth Services, LLC, hereinafter referred to as "Central Pasco Girls Academy" or "CPGA".

WITNESSETH:

WHEREAS, Central Pasco Girls Academy, provides services at 2953 Wilson Road, Land O' Lakes, Florida; and,

WHEREAS, Central Pasco Girls Academy is approved by the School Board as a school conducting educational alternative programs of education, training and related services for students identified and made eligible for such programs by State Board of Education Rule 6A-6.0528 FAC and FS 1003.52; and,

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

WHEREAS, the School Board wishes to provide special educational alternative programs and training for students who meet the aforementioned criteria and believes that Pasco Girls Academy offers such a program, now therefore:

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

1. The term of this contract shall be for three (3) school years, and will be renewable on a yearly basis.
2. The educational program will be based on the district's current *Student Progression Plan*, the *Florida Course Code Directory* and *Instructional Personnel Assignments*, Common Core Standards, Florida's Next Generation Sunshine State Standards, and the course descriptions of the courses the students are taking.
3. The curriculum will include, but not be limited to, appropriate academic courses which lead to high school graduation, employability skills, career awareness, character development, law education, health and life skills, fine or performing arts, and social skills that are appropriate to the student's needs. Courses available will include: Language Arts, Mathematics, Social Studies, Science, Physical Education, and various elective courses.

10/7
CONTRACT REVIEWED
AND APPROVED:

—LW 5.29.13

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

Responsibilities of the SCHOOL BOARD

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

1. Provide Florida certified teachers, funded under Dropout Prevention - DJJ category, who will be responsible for the academic instruction and the supervision of instructional activities.
2. Provide two (2) full time teaching allocations based on course needs and/or student needs. In order to offer optimum educational services, the SCHOOL BOARD and CENTRAL PASCO GIRLS ACADEMY shall permit not more than sixteen (16) students in any one academic class.
3. Provide two (2) full time instructional assistants, funded under Dropout Prevention - DJJ category, to provide support in the classrooms. Additional allocations may be provided based on individual student needs.
4. Employ approved substitute teachers for the regular classroom teachers when needed.
5. Provide adequate classroom space at the program site.
6. Provide student support services, as needed, by an itinerant school counselor.
7. Assist with review the student's past educational records from the Department of Juvenile Justice (DJJ) commitment files from detention assignment, or prior commitment programs. When the most current records are not present, the Juvenile Justice Specialist will make and document (with dates) requests for student educational records, transcripts, and ESE records, including IEPs, within five school days of the student's entry into the facility. The Juvenile Justice Specialist will make and document (with dates) follow-up requests for records not received through the use of F.A.S.T.E.R., the district's information system, or by calling and/or faxing detention centers, school districts, and probation officers.
8. Provide educational support services, including regularly scheduled consult services for ESE and English for Speakers of Other Language (ESOL) students as needed.
9. Provide students access to Virtual School courses, when appropriate. The school counselor, the teachers and the principal shall work with CENTRAL PASCO GIRLS ACADEMY staff to provide secure, supervised access to the internet for students who qualify to enroll in Virtual School courses.
10. Provide teachers access to borrow media materials from the District Media Center.

2 of 7

CONTRACT REVIEWED AND APPROVED:

W 5-29-13

11. School Board staff serving DJJ sites are responsible for providing the instructional component of the student's overall program. Behavior management, discipline, and emergency intervention actions are the responsibility of the Department of Juvenile Justice or CPGA staff. This includes the use of physical restraint and or secured seclusion for students who present a threat to their own safety or the safety of others.
12. Provide professional development for instructional staff, as needed, in topics related to the Student Progression Plan, classroom management, and any others identified areas of need. CENTRAL PASCO GIRLS ACADEMY staff will be allowed to participate in any in-service training opportunities when appropriate.
13. Provide CENTRAL PASCO GIRLS ACADEMY access to the school district's courier service. A courier stop will be provided at CENTRAL PASCO GIRLS ACADEMY.
14. Provide supervision and evaluation of the teaching staff, which will be provided by the principal of Marchman Technical Education Center or designee.
15. Require assigned teaching staff to:
 - a. Implement approved curriculum, following requirements of the district's current *Student Progression Plan*, the course descriptions as identified in the *Florida Course Code Directory and Instructional Personnel Assignments*, Common Core Standards and the Florida Next Generation Sunshine State Standards.
 - b. Certify the students' mastery of performance objectives and the New Generation Sunshine State Standards and/or Common Core Standards for all courses offered for credit toward a standard high school diploma as defined in FAC 6A-6.05281, 6A-4.003, 6A-1.0502 and 6A-4.004.
 - c. Provide an educational program, which includes lesson plans, materials, and activities that reflect cultural diversity. In addition, teachers will use a variety of teaching strategies including the use of classroom technology to ensure students meet high academic achievement standards.
 - d. Provide high school students with access to virtual credit retrieval program and provide regular access to course recovery for middle school students via secure access to Internet as outlined in the *Student Progression Plan*.
 - e. Provide weekly, by period, attendance records for each student.
 - f. Complete required District reports.
 - g. Maintain annual professional development plans to foster professional growth.
 - h. Maintain, in collaboration with CENTRAL PASCO GIRLS ACADEMY staff, an educational file for each student served.
 - i. Conduct academic assessments of each student upon intake that may include but not limited to Juvenile Justice Common Assessment, 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 to be employed while the student is enrolled at CPGA. The assessments results will be reported to the School Board on a quarterly basis.

3 of 7



- j. Obtain current IEPs with the assistance of the ESE Specialist or initiate the development of IEP's for students assigned to ESE programs upon intake into the program. Written academic plans and IEPs will be placed in the student's educational file.
- k. For non-ESE students, teachers shall obtain current IAPs (or initiate the development of new IAPs) within 15 days of the student's entry into the program. The academic plans will address reading, writing, mathematics, and/or other educational needs, and will be used by all instructional staff regardless of the content area they are teaching. All assessment information and educational plans (i.e., IEPs or IAPs) will be placed in the student's educational files.
- l. Document student progress through work products, personal observations, continuing assessments, grade books, report cards, progress reports and/or work folders. Where feasible, teachers will involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities.
- m. Monitor student progress in Reading through the Progress Monitoring and Reporting Network (PMRN) using progress monitoring assessments (FAIR) identified in the Pasco County School District Comprehensive Reading Plan. The SCHOOL BOARD's support staff may include: School Counselor, ESOL Resource Teacher, and ESE Specialist to assist with progress monitoring implementation.
- n. Develop classroom management procedures that are equitable and which apply appropriate behavior, classroom management strategies, maintain instructional momentum, promote positive student self-esteem, empowers learners to become independent learners, and ensure that students remain on task.
- o. Cooperate with CPGA staff to implement any "no contact " orders entered by the court that apply to their students.
- p. Advise students in regards to their abilities and aptitudes, educational and occupational opportunities, personal and social adjustments, diploma options (including the benefits and limitations of pursuing a State of Florida High School Diploma through the General Education Development (GED), and/or post secondary options). The school counselor will assist with this process.
- q. Maintain educational files for each student, which, at a minimum, contains the student's permanent record card reflecting the student's legal name, date of birth, race, sex, date of entry, home address, name of parent or legal guardian, native language, immunization status, state testing information, and name of last school attended (including DJJ programs).

Responsibilities of CENTRAL PASCO GIRLS ACADEMY

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

1. Adopt, as part of its governing policies, State Department of Education and SCHOOL BOARD policies and procedures relating to Graduation Enhancement (Dropout Prevention) Juvenile Justice Programs.
2. Provide the necessary utilities (including telephone service), and maintenance, including but not limited to garbage collection and sweeping floors at least once a week in



academic areas. Additionally, CENTRAL PASCO GIRLS ACADEMY will maintain the upkeep of grounds surrounding classrooms and teacher planning areas by mowing and pruning foliage as needed.

3. Provide meals, medical treatment, counseling and social services for the students.
4. Maintain student records in accordance with State requirements for Dropout Prevention/Juvenile Justice Programs, as well as the information for data reporting requirements requested by the SCHOOL BOARD and State and Federal agencies.
5. Collaborate with SCHOOL BOARD employees to provide ongoing access to all relevant student records.
6. Ensure the safety of educational personnel by placing CPGA staff in each classroom during instruction. The ratio will be one (1) CPGA staff per six (6) students. In addition, one CPGA floating staff member will be available at any time during school hours.
7. Notify teaching staff of any "no contact" orders entered by the court that apply to their students.
8. Contact the Supervisor of Graduation Enhancement Programs immediately when there is a complaint lodged against a classroom teacher, so that both agencies may investigate the charges.
9. Provide, via the Juvenile Justice Specialist, the following for the educational file: a current Pasco County registration form, a current copy of the student's cumulative transcript which includes the courses in which the student is currently enrolled and the student's total credits attempted and earned at previous schools, including juvenile justice programs.
10. Assign CPGA staff to participate in treatment team meetings to review and document students' academic plans.
11. Conduct exit staffings and transition meetings for all students. The team will develop an age-appropriate exit plan for each student that identifies, at a minimum, desired diploma option, continuing education needs and goals, anticipated educational placement, after care provider, and job/career or vocational training plans.
12. Place in the students DJJ commitment file or DJJ discharge packet, prior to the student's exit, the following: a copy of the student's exit file, a current copy of the student's exit plan, a current permanent record card (which the Juvenile Justice Specialist will provide), a current IEP and/or academic plan, all assessment data including state and district-wide assessment results, academic post-testing, length of participation in the program (including entry and exit dates), and copies of certificates earned at the program.
13. Develop a School Improvement Plan (SIP) in cooperation with Marchman Technical Education Center administration that addresses student outcomes and performance. The SIP will include budget, training, instructional materials, technology, staffing, and student support services.
14. Develop written educational policies and procedures that address the current quality assurance standards and accurately reflect the roles and responsibilities of all educational personnel (including district personnel who work on a consultant basis).

5 of 7

CONTRACT REVIEWED
AND APPROVED:

W 5.29.13

15. Participate to the extent necessary in the review of placement process guaranteed to parents or guardians of a student under FS 1003.52.
16. Maintain confidentiality and not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with State and Federal regulations except on written consent of the recipient or his parent or guardian where authorized by law.
17. Comply with the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1974 and Section 504 of the Rehabilitation Act of 1973 and will at all times comply with local or state standards for health and safety of students.
18. Notify the SCHOOL BOARD in writing within a minimum of thirty days prior to the awarding of contracts for construction or renovations that would affect the educational programs.
19. Notify the SCHOOL BOARD in writing within a minimum of sixty days prior to any change that would impact the future of the education program.

Other Provisions:

The staff of the SCHOOL BOARD will be permitted to review the program provided by CENTRAL PASCO GIRLS ACADEMY and confer with its staff at reasonable times. Further, the SCHOOL BOARD and CENTRAL PASCO GIRLS ACADEMY agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this contract.

The instructional and non-instructional staff members are bound by their respective U.S.E.P. agreements with the District School Board of Pasco County. School Board employees will respond to the Principal of Marchman Technical Education Center. CENTRAL PASCO GIRLS ACADEMY staff are bound by their agreement with CENTRAL PASCO GIRLS ACADEMY and respond to the Director of CENTRAL PASCO GIRLS ACADEMY.

CENTRAL PASCO GIRLS ACADEMY shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section.

CENTRAL PASCO GIRLS ACADEMY shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract. Also, all the funds, services, materials, property, etc. inclusive in this Contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.

In the event that the instructional staff and CENTRAL PASCO GIRLS ACADEMY personnel are unable to agree upon a function not specified in this agreement, the Director of CENTRAL PASCO GIRLS ACADEMY and the Supervisor for Graduation Enhancement (Dropout Prevention) will attempt to resolve any differences that may arise under this agreement. In the event such differences cannot be resolved between the personnel described herein, any such disagreement shall be submitted to the Superintendent or his designee and to the Chief Executive Officer of CENTRAL PASCO GIRLS ACADEMY.

6 of 7



As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party.

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, 2013 through June 30, 2014. This agreement and subsequent renewals will be subject to final approval by the School Board.

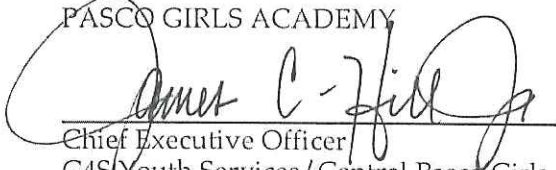
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

DISTRICT SCHOOL BOARD OF
PASCO COUNTY

Chairman
District School Board of Pasco County

Superintendent
District School Board of Pasco County

PASCO GIRLS ACADEMY



Chief Executive Officer
G4S Youth Services / Central Pasco Girls
Academy

Witness

7087

CONTRACT REVIEWED
AND APPROVED:
NW 5.29.13