



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Department of Purchasing  
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/aw*

RE: Office for Career and Technical Education  
Department of Juvenile Justice (DJJ)

The School District has maintained a cooperative agreement with The Department of Juvenile Justice (DJJ) in order to participate in rendering educational services to the students in the Department of Juvenile Justice Program in Pasco County. Please reference the attached memo from Ramon Suarez, Supervisor, Office for Career and Technical Education for further information regarding this agreement. This agreement was reviewed and approved on May 17, 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 are 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, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

MJW/dr  
Attachment(s)

Date/Time: June 12, 2013 09:03:00



## 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-023 12/13

June 18, 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 The Department of Juvenile Justice (DJJ).

**Introduction:**

The District School Board has maintained a cooperative agreement with The Department of Juvenile Justice (DJJ).

**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 The Department of Juvenile Justice (DJJ).

**Recommendations:**

The staff respectfully requests the approval of the cooperative agreement between the District School Board of Pasco County and The Department of Juvenile Justice (DJJ)

RS:mlr



**RECEIVED**

5/29/2013 *RL*

*Contract # 2013001016*

**AGREEMENT**

**between**

**DISTRICT SCHOOL BOARD OF PASCO COUNTY**

**and**

**DEPARTMENT OF JUVENILE JUSTICE**

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

**WITNESSETH:**

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

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

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

**I. Purpose**

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

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

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

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

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

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

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

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

## II. Roles and Responsibilities

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

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

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

### **Responsibilities of DJJ**

To implement this agreement, DJJ shall:

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

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### Responsibilities of the School Board

To implement this agreement, the School Board shall:

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

### III. Administrative Procedures

#### Timelines

This cooperative agreement shall become effective with the signature of the School Board and DJJ. It will be reviewed annually and either party may request amendments at such time as the agreement is reviewed. Any proposed amendments or modifications shall be submitted in writing by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any

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amendments shall become effective only if agreed to in writing observing all the formalities of this agreement.

#### Confidentiality

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

#### Notice Provision

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

#### Authority

Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

Each agency specifies by position the persons who have primary responsibility for implementing and signing the agreement.

#### Termination

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

#### IV. Allocation of Resources

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





DJJ agrees to

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

The School Board agrees to

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

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#### V. Educational Evaluation

DJJ and the School Board agree to

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

#### VI. Curriculum and Instruction

DJJ and the School Board agree to ensure that:

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

#### VII. Classroom Management and Attendance

DJJ and the School Board agree to ensure that:

1. There is a written common discipline plan for the educational and treatment programs agreed to by the Superintendent of each facility and the Director of the educational program and between DJJ and the Board.

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2. Specific procedures for out-of-control students and class attendance are included in each facility's operation manual.
3. All classes will be conducted with a minimum of one classroom teacher and one DJJ staff member.
4. DJJ is responsible for safety and security of students and educational personnel.
5. All students will be required to attend class in accordance with School Board policy.
6. They will work cooperatively in scheduling DJJ programs to minimize interference with school attendance.
7. They will follow the School Board-provided testing calendar for state tests.
8. They will collaborate on the educational calendar, providing school days, in-service days, and holidays. For the Juvenile Detention Center, instruction will be provided for 240 days per year.

#### **VIII. Qualified Instructional Personnel**

Professionals instructing students are Florida certified, including Florida ESE certification or willingness to work toward Florida ESE certification, or provide evidence to the School Board that they have applied for Florida certification.

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

#### **IX. Teaching Skills**

DJJ and the School Board agree to the following:

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

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mathematics. Academic plans will be used by all instructional staff regardless of the content area they are teaching. The school district's support staff including a Guidance Counselor, ESOL Resource Teacher, and ESE Specialist will assist as needed with the implementation of the plans.

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

#### **X. Transition**

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

DJJ and the School Board agree to ensure that:

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

#### **XI. Student Records**

The School Board shall:

1. Maintain grade books including Sunshine State Standards checklists.

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

To implement this agreement, DJJ shall:

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

## **XII. Interagency Disputes**

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

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

Upon resolution of the conflict, a joint written statement indicating the resolution will be developed and disseminated by a representative from each agency.

Should further action be required, a report from each agency will be submitted to the appropriate agency heads for resolution.

Should further action be required to resolve a conflict, state agency heads shall request an administrative hearing consistent with the procedures in s. 120.57(1), F.S., the Administrative Procedures Act. The resolution of all the conflicting issues, while this agreement is in effect, will occur at the lowest level possible.

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

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



### **XIII. Safety and Support Responsibilities of the DJJ**

To implement this agreement, DJJ shall:

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

To implement this agreement, the School Board shall

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

### **XIV. Quality Assurance**

DJJ and the School Board agree to the following:

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

### **XV. No Contact Orders and Zero Tolerance**

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

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To implement this agreement, DJJ shall:

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

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

AND

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

Notification will be from DJJ to one person or office designated by the School Board.

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

To implement this agreement, the School Board shall

1. Facilitate allowing the offender to attend another school in the district provided the other school is not attended by the victim or sibling of the victim.
2. Facilitate allowing the offender to attend a school in a different district if the offender is unable to attend a different school in the same district.
3. Agree that if the offender is unable to attend school in a different school district or is unable to attend a different school within the district, the school district shall take appropriate steps to take any reasonable precaution necessary to keep the offender separated from the victim and victim's siblings in school and on school transportation; the steps include, but are not limited to: in-school suspension of the offender, and the scheduling of classes, lunch, or other school activities of the victim and the offender so as not to coincide.

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4. The School Board will work with the parents in order to facilitate the parents' paying for transportation if the offenders attend a different school; the School Board will provide this transportation if it exists at no additional cost.

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

**This agreement is a three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period of July 1, 2013 through June 30, 2014. This agreement and subsequent renewals will be subject to final approval by the School Board.**

DISTRICT SCHOOL BOARD OF PASCO COUNTY, Florida

\_\_\_\_\_  
Chairman  
District School Board of Pasco County

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Superintendent  
District School Board of Pasco County

\_\_\_\_\_  
Date Signed

STATE OF FLORIDA DEPARTMENT OF JUVENILE JUSTICE

Adrienne Conwell  
Pinellas- Pasco Chief Probation Officer

5/17/13  
Date Signed

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