



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

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July 23, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent 

SUBJECT: Educational Services Agreement
PACE Center for Girls

The District School Board of Pasco County provides special educational alternative programs and training for students who meet criteria outlined in the attached contract. PACE Center for Girls is one of various facilities participating in rendering educational services to students at the Department of Juvenile Justice Program in Pasco County.

At this time, we are requesting that the Board retroactively approve the above-referenced agreement covering the period of July 1, 2013 through June 30, 2014. This agreement has been reviewed and approved by Nancy Alfonso, School Board Attorney, on May 17, 2013. There will be no charge to the District for these services.

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

MJW/sb
Attachments

Date/Time: July 16, 2013 09:54:00

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DISTRICT SCHOOL BOARD OF PASCO COUNTY

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

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MEMORANDUM
GEP- 024 12/13

DATE: July 23, 2013

TO: Mike Woodall, Director- Purchasing Department

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 PACE Center for Girls

The District School Board has maintained a cooperative agreement with PACE Center for Girls.

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

In summary, the general terms are as follows:

- A. Terms. The terms of 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, 2013, or the date of District Approval, which ever is later, and continue through June 30, 2014. The term of this contract is based on a 240-day school term as is required by the state statues and approved by the District in accordance with the District approved calendar.
- B. PACE Center for Girls 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.

This site 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 2013-2014 Agreement for Educational Services Between the District School Board of Pasco County and PACE Center for Girls.

RS/mlr

AGREEMENT

between

DISTRICT SCHOOL BOARD OF PASCO COUNTY

and

PACE CENTER FOR GIRLS - PASCO

This agreement, dated May 8, 2013 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 School Board has the authority as provided by Section 1003.52, Florida Statutes (F.S.), to engage in a contractual relationship with nonprofit organizations which has 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 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.

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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.
5. At least 90 percent of the portion of the FTE generated and provided to PACE shall be expended for direct instructional services. Expenditures shall be for activities dealing directly with the teaching of students or the interaction between instructional, staff and students, to include the activities of instructional assistants providing support with the instructional process. Pupil transportation costs are not included. The lead teacher or educational director may be funded out of the 90 percent.
6. A maximum of ten percent of the FTE generated dollars provided to PACE may be expended for Support Services. Expenditures shall be for administrative, technical and/or logistical support to facilitate and enhance instruction.
7. One hundred percent 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.
8. 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 PACE 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.
9. PACE 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. PACE shall maintain all financial records related to the educational component of the program for at least three years. 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.
10. PACE 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.

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11. PACE 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. PACE 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 and/or nonrenewal of this agreement.

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) State of Florida High School 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 PACE staff with to participate in school board in-service trainings when appropriate.
6. PACE teachers may borrow media materials from the District Media Center via the courier service.

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7. School Board staff serving DJJ sites are responsible for supporting PACE instructional services of the student's overall program. Behavior management, discipline, and emergency intervention actions are the responsibility of PACE 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 other.

Responsibilities of PACE Center for Girls -Pasco

To fulfil the terms of this agreement, the PACE 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 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. The staff at PACE in collaboration with 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 to ensure proper academic placement.
5. Conduct academic assessments of each student upon intake that includes Juvenile Justice Common Assessment, F.A.I.R., C.O.R.E. K-12, Star Reading and Star Math, which provide proficiency levels in Reading, Mathematics, Science and Language Arts. The results of these assessments shall be combined with information from the student's records and the student's previous class schedule to determine educational goals and strategies to be employed while the student is enrolled at PACE. The assessments results will be reported to the School Board on a quarterly basis.
6. 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.
7. Conduct vocational assessments 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.

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8. 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).
9. Provide students with access to Florida Virtual School courses. PACE shall be responsible for funding all expenses associated with Florida Virtual School courses and internet access. The director of PACE shall work with PACE staff to provide secure, supervised access to the Internet for students who qualify to enroll in virtual school courses.
10. Provide high school students with regular access to credit retrieval and provide regular access to course recovery for middle school students via secure access to Internet as outlined in the *Student Progression Plan*.
11. Develop an Individualized Academic Plan (IAPs) 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 including the Guidance Counselor, ESOL Resource Teacher, and ESE Specialist will assist as needed with the implementation of the plans.
12. 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 the School Counselor, ESOL Resource Teacher, and ESE Specialist will assist as needed with the implementation of the plan.
13. 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.
14. 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. Related documentation should be maintained to evidence parental involvement efforts.
15. Provide classroom space, furniture, equipment, adequate and appropriate educational materials and supplies for the teachers and students.
16. 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.

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17. Provide 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.
18. 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.
19. Have and use professional development plans or annual teacher evaluations to foster professional growth.
20. Notify the Pasco County School Board a minimum of thirty (30) days prior to the awarding of contracts for construction or renovations that would effect the educational programs.
21. 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. PACE 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
22. Review and document academic plans as part of treatment team meetings.
23. PACE staff shall be responsible for exit staffings and transition meetings. They 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.
24. 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.
25. PACE teaching staff shall 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 descriptions of the courses the students are taking. The courses will be consistent with Common Core Standards and Florida's New Generation Sunshine State Standards.
26. 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.

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27. Implement an educational program, which includes a minimum of 300 minutes per day (or its weekly equivalent) of instruction.
28. 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 PACE for disciplinary reasons unless approved by the School Board Superintendent or designee. Upon notification that an ESE student is experiencing difficulty, the Superintendent's designee shall contact the School Board Director of Exceptional Student Education Program to schedule technical assistance.
29. PACE shall 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.
30. Upon success of student completion, PACE shall notify the School Board within 10 school days prior to any student transfer, transition and student placement purposes.
31. 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.
32. 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.
33. Have and use professional development plans or annual teacher evaluations to foster professional growth.
34. Develop a School Improvement Plan (SIP) in cooperation with Marchman Technical Education Center administration that addresses student outcomes and performance. The SIP will include PACE budget, training, instructional materials, technology, staffing, and student support services.
35. 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).
36. 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.
37. 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.

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38. Provide weekly attendance records for each student along with the monthly invoice for payment.
39. Participate to the extent necessary in the review of placement process guaranteed parents or guardians of a student under FS 1003.52.
40. 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.
41. 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. PACE shall comply with Section 504 of the Rehabilitation Act of 1973. PACE shall provide accommodations to eligible students as required by Section 504 plans developed jointly by the PACE and the School Board.
42. Indemnify and hold the School Board harmless for any PACE failure to comply with Section 504 and related laws and rules. The PACE 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 PACE'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.
43. 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.
44. 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.
45. 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.

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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 Graduation Enhancement (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 its 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, its 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. PACE will notify the School District, Human Resource Department, of any staff hiring, termination, or change in position within 10 working days.

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.

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JW 6-27-13

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.

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

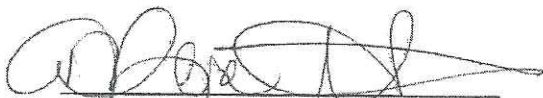
Chairman
District School Board of Pasco County

Date Signed

Superintendent
District School Board of Pasco County

Date Signed

PACE CENTER FOR GIRLS - PASCO



Executive Director CBO
PACE Center for Girls - Pasco



Date Signed

CONTRACT REVIEWED
AND APPROVED:
