

COOPERATIVE AGREEMENT
Between
ECKERD YOUTH ALTERNATIVES, INC.
And
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

EFFECTIVE DATES: July 1, 2013 through June 30, 2016

I. AGREEMENT

Eckerd Youth Alternatives, Inc. (hereafter referred to as "Eckerd") and The School Board of Pinellas County, Florida (hereafter referred to as "the School Board") herewith enter into this Cooperative Agreement for the implementation and operation of the Education Program Component administered by Eckerd. This agreement shall cover the educational programs at the following sites:

Eckerd Youth Challenge Program
201 Culbreath Road
Brooksville, FL 34602

Eckerd E-Nini-Hasse
7027 E. Stage Coach Trail
Floral City, FL 34436

II. FUNCTIONS AND RESPONSIBILITIES

Eckerd, under cooperative agreement with the School Board, will implement the Educational Program Component through EWES.

Eckerd will be responsible for the following tasks relative to the administration of the educational program:

1. The daily administration and operation of the program, excluding fiscal responsibilities.
2. Provision of educational services in the manner prescribed in the Pinellas County Dropout Prevention Plan, Exceptional Student Education Plan, and Eckerd Policies and Procedures Manual, as applicable.
3. Any deficiencies identified through quality assurance review processes will be corrected in accordance to Eckerd Policy and Procedure on Continuous Quality Improvement procedures and individual program Quality Improvement Committees.
4. Recruitment, hiring, training, and supervision of all personnel assigned to the education program.
5. Provision of space and furnishings for personnel and members of EWES to effectively meet all program objectives.
6. Provision of all assessments, counseling, preparation, and support services activities related to the education program.
7. Compliance with all requirements of state statutes, State Board of Education rules, and federal regulations which are applicable to the programs covered by this Cooperative Agreement.
8. Submission of all data and reports to the School Board as required by the Florida Department of Education and the district's MIS system in a timely fashion. Eckerd is required to maintain sufficient records to support FTE classifications and to make those records available to the School Board upon request.

9. Cooperation in all matters relating to administration and monitoring of this Cooperative Agreement. The School Board shall be able to access all EWES campuses and any other related sites in order to monitor fiscal and programmatic records and School Improvement Plan.
10. Implementation of the following eleven (11) requirements of P.L. 107-110, Section 1425, (“we” as used below refers to Eckerd):
 - a. Where feasible, we will ensure that education 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;
 - b. 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 or youth of such need;
 - c. 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;
 - d. 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 the skills necessary to gain employment or see a secondary school diploma or its recognized equivalent;
 - e. 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;
 - f. We will ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
 - g. To the extent possible, we will use technology to assist in coordinating educational programs between the correctional facility and the community school;
 - h. 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;
 - i. We will coordinate funds received under Title I, Part D, Subpart 2 of P.L. 107-110 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;
 - j. Coordinate programs operated under the Title I, Part D, Subpart 2 of P.L. 107-110 with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
 - k. If appropriate, we will work with local business to develop training, curriculum-based Youth entrepreneurship education and mentoring programs for children and youth.

The School Board will cooperate in the program's implementation and operation by:

1. Serving as the fiscal and accountability agent for Eckerd, including participation in the continuous quality improvement initiatives related to EWES school improvement planning.
2. Cooperating in all matters requiring concurrence or approval in order that Eckerd will not unduly delay in performing services described in the Cooperative Agreement
3. Providing technical assistance and sharing district information with Eckerd through a variety of sources including Microsoft Office, E-Mail and PCS Moodle Program.
4. Making payment of 90% of applicable funds as it relates to IDEA and Title I, Part D, Neglected and Delinquent, in a vendor relationship for all Eckerd programs and at the appropriate rate for any unrelated entitlement to federal funds or special allocations according to the schedules established for disbursement to local school districts by the Florida Department of Education, for services covered under this contract. Eckerd will not be eligible for funding in excess of the District's actual FEFP revenue generated for EWES students.

III. GENERAL PROVISIONS

1. Period of Agreement. This Cooperative Agreement shall begin on July 1, 2013 and terminate on June 30, 2016.
2. Eckerd shall be in compliance with the following:
 - (a) All necessary records and reports related to the Cooperative Agreement shall be maintained according to Florida Statutes and State Board of Education Rules;
 - (b) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended);
 - (c) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended);
 - (d) Title 20 United States Code Section 1681 (Section 901, Title IX, Public Law 92-318, prohibiting discrimination on the basis of sex) unless Eckerd has been declared exempt or deferred from these provisions; and
 - (e) Title 20 United States Code Section 1400 et.seq. (Individuals with Disabilities Education Act).
3. In the case of errors or discrepancies in the distribution of Florida Education Finance Program (FEFP) funds, FEFP-generated categorical program funds, federal or Title I funds, or other applicable special allocations for services under this agreement, adjustments will be made in accordance with applicable state statutes and State Board rules. Eckerd shall make any payback adjustment to the School Board within forty-five (45) days.

IV. ADMINISTRATIVE PROCEDURES

1. This Cooperative Agreement shall become effective with the appropriate signatures, and will continue until June 30, 2016 unless Agency heads notify the others in writing that the agreement will be revised or terminated as provided herein.

2. This agreement may be amended by written request of either agency. Any proposed amendments or modifications shall be submitted by either party at least thirty (30) days prior to formal discussion or negotiation of the issue. Any amendments must be agreed to by each agency head or the duly authorized representatives of both parties.
3. If any breach of this agreement exists as determined by either party and after notice of the breach has been given and the breach not remedied in thirty (30) days, then the agreement may be terminated. Such parties shall give advance notice of cancellation ninety (90) days prior to agreement termination. In case of cancellation, only the costs actually accrued to the date of cancellation will be due and payable.
4. Either party may terminate this agreement at any time upon ninety (90) days prior written notice sent or hand-delivered to the other party at the following addresses:

School Board
Attn: Dr. Michael A. Grego
Superintendent
301 4th Street S.W.
Largo, FL 33770
Fax: 727-558-6200

Eckerd Youth Alternatives, Inc.
Martin Peters
Director of Contract Management
100 Starcrest Dr.
Clearwater, FL 33765
Fax: 727-442-5911

APPROVED BY PARTIES:

Randall W. Luecke, Chief Financial Officer

Witness

Date

School Board of Pinellas County
Eckerd Youth Alternatives, Inc.

Date

Carol J. Cook, Chairperson
The School Board of Pinellas County, FL

Date

Attest:

Approves as to form:

Dr. Michael A. Grego, Superintendent



School Board Attorney

Date