

AGREEMENT

THIS AGREEMENT, made and entered into this July 30, 2013, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and PACE CENTER FOR GIRLS, INC., 5540 Park Blvd., Pinellas Park, FL 33781, 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 comprehensive education and therapeutic prevention and intervention services to troubled adolescent girls eligible for this program.

WHEREAS, the 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 parties to this agreement desire a maximum degree of cooperation and administrative planning in order to provide a high quality program of educational services for students placed in this program by eligibility under the State Board of Education Rule 6A-6.05281 and Florida Statute 1003.52 and 985.02;

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

1. The BOARD will pay PACE 90% of applicable funds generated through the Florida Education Finance Program (FEFP) by eligible students enrolled at PACE. Services provided by the BOARD include but are not limited to one itinerant exceptional student education specialist, one itinerant technology coordinator, one full-time Title I paraprofessional, one itinerant reading coach, one dropout prevention specialist, supplemental educational materials and support services including administrative, data preparation, professional education, curriculum and instruction. Under no circumstance shall the cash amount earned exceed \$390,000 during the period of this agreement. The PACE staff will be included in the Pinellas County automated substitute system. The cost of the substitute's rate of payment will be reduced from the monthly invoice.

2. Payments will be predicated on actual FTE at the time of the respective FTE surveys. Payments will occur monthly upon receipt of invoice. PACE will serve approximately 60 (unweighted) FTE during the period of this agreement.

3. Female students eighteen (18) years of age or younger who are in grades six through twelve and meet eligibility criteria may be qualified for educational services in the educational dropout prevention program.

4. PACE will provide student's food services through the BOARD food services program or other approved vendor.

5. PACE agrees to provide classroom space, furniture and equipment for the teachers and students participating in the school program.

6. PACE agrees to provide adequate and appropriate educational materials, supplies, and technology for the students in the program and to provide documentation of these expenditures on a regular basis.

7. PACE agrees not to distribute any birth control devices or medication to students enrolled in the educational program during the school day and to follow the Board approved curriculum and procedures related to Family Life Education.

8. PACE shall employ no less than five Florida certified teachers.

9. PACE shall communicate and exchange appropriate student information in a manner consistent with Florida Statutes, rules, and professional ethics.

10. PACE shall not allow a student under the age of sixteen (16) to be terminated from the education program until an alternative educational placement has been determined. Students over the age of (16) sixteen may be eligible for GED and GED exit option assessment, prep and testing. Students sixteen (16) years of age or older who desire to withdraw without a next school placement or diploma must have an exit conference and a Student Declaration of Intent to Terminate School Enrollment form signed by a parent or guardian prior to their withdrawal.

11. The BOARD and PACE will collaboratively develop a Safe Learning Environment/Crisis Plan. The plan will include provisions for insuring the safety of educational personnel, students, and BOARD equipment. PACE will maintain the appropriate staff ratio during school activities.

12. The BOARD and PACE will review the Department of Juvenile Justice Quality Assurance results and mutually develop an improvement plan within 60 days after receiving the written evaluation.

13. PACE shall provide a program of education, training, and related services to the referred students. It shall be staffed by qualified personnel as defined in FAC 6A-1.0503, 6A-4.003, 6A-1.0502 and 6A-4.004. Five Florida certified teachers shall be responsible for the supervision of instructional activities and must certify mastery of student performance objectives of courses for credit toward a standard high school diploma. The teachers will also be responsible for BOARD reports and procedures required for youth assigned to the PACE educational dropout prevention program.

14. PACE shall educationally assess students upon program entry in accordance with the Pinellas County Special Programs and Procedures Document and ESOL Consent Decree.

15. The School Board's instructional calendar will be applicable to PACE and classes shall be held during the times indicated on the 230 day DJJ school calendar. Any deviation from the DJJ school calendar must be requested in writing and receive prior approval by the administrator of dropout prevention services. Any emergency cancellation of school must be done in coordination with the administrator of dropout prevention services or designee.

16. PACE, its officers, agents, employees, and subcontractors, shall comply at all times during the term of this Agreement at PACE's own cost with the background screening requirements of Sections 1012.32(2), 1012.465, and 1012.56, F.S. (2011), as applicable, and to follow applicable District procedures for compliance with such laws. The procedures are available for viewing at the following web site: pcsb.org/jilahome.org. A printed version may be obtained from the District contact listed in this Agreement.

17. PACE shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the 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 the agreement, and shall secure and maintain in force liability insurance to provide such indemnification. The parties agree that BOARD's liability is subject to the monetary limitations and defenses of section 768.28, F.S.

18. PACE shall maintain student records in accordance with State requirements for Dropout Prevention/Department of Juvenile Justice Programs, as well as the information for data reporting requirements requested by the BOARD and State and Federal agencies.

19. PACE is responsible for meeting safety, health, and sanitation standards of authorized state and local agencies, providing confidential counseling, staffing, and evaluation space, repair or replacement of school board property.

20. PACE agrees to comply with Florida statutes and rules applicable to the State Board of Education Rules and federal legislation including but not limited to the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitative Act of 1973, amended; Title IX of the Education Amendment Act of 1974; and the Individuals with Disabilities Education Act.

21. PACE may provide transportation for students, in such case, PACE should be entitled to any and all state and federal reimbursement for travel costs for such transportation.

22. The staff of the BOARD will be permitted to review the program provided by PACE and confer with its staff as needed. Further, the BOARD and PACE agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this agreement.

23. The BOARD and PACE will follow all district, state and department of Juvenile Justice rules, standards, timelines and procedures related to transition plans for students

moving into and out of juvenile facilities and documentation of credits earned and transfer of student records.

24. In case of errors or discrepancies in the distribution of Florida Education Finance Program (FEFP) funds, FEFP-generated categorical program 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. PACE shall make any payback adjustment to the BOARD within forty-five (45) days for any overpayments to PACE. The obligation to repay shall survive the termination date of this agreement.

25. In the event that PACE is unable to agree upon a function not specified in this agreement, the PACE executive director and the administrator of dropout prevention services 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 assistant superintendent of teaching and learning and the state director of PACE for resolution.

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

27. This agreement shall be effective July 30, 2013, for the school year 2013-2014, and shall terminate June 30, 2014. Either party may terminate the agreement by giving sixty (60) days notice, in writing, to the other party. It is further agreed that a substantial breach of any section of the agreement shall be basis for immediate termination upon no less than twenty-four (24) hours written notice. In the event that funds to finance the BOARD'S obligation of program under this agreement become unsuitable, the BOARD may terminate agreement upon notice in writing to PACE. Such notices shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

28. Implementation of the following eleven (11) requirements of P.L. 107-110, Section 1425, the parties (herein, "we") agree to comply with the applicable requirements of P.L 107-110, Section 1425, as follows:

- i. 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;
- ii. 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;
- iii. 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;
- iv. 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;
 - v. 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;
 - vi. We will ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
 - vii. To the extent possible, we will use technology to assist in coordinating educational programs between the correctional facility and the community school;
 - viii. 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;
 - ix. 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;
 - x. 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
 - xi. If appropriate, we will work with local business to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

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

Witnesses:

THE SCHOOL BOARD OF PINELLAS
COUNTY, FL

By: _____
Chairperson

Attest: _____
Superintendent

Witnesses:

PACE EDUCATION CENTER FOR
GIRLS, INC.

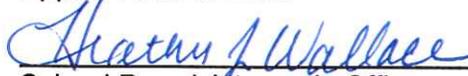
By: _____

Title: _____

Attest: _____

Title: _____

Approved as to form:



School Board Attorney's Office