

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 AMIKIDS PINELLAS INC., 3101 Gulf Blvd., St. Pete Beach, FL 33706, hereinafter referred to as "AMIKIDS".

WITNESSETH:

WHEREAS, AMIKIDS is a non-profit agency contracted by the Department of Juvenile Justice (DJJ) to provide an educational program and related services for students eligible for this program by the State Board of Education Rule 6A-6.05281 and Florida Statute 1003.52; and,

WHEREAS, the BOARD is committed to providing appropriate educational programs for school age children in the 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 high quality educational services for students placed in this program by eligibility under Florida Statute 1003.52;

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

1. AMIKIDS will provide services for a maximum of 44 students at a fixed rate of \$375,000 per year for instruction, materials and transportation, to be paid in twelve equal monthly payments, upon receipt of invoice, commencing August 30, 2013.
2. The BOARD will retain 100% of all applicable funds generated through the Florida Education Finance Program (FEFP) by eligible students enrolled at AMIKIDS as an offset for the payment to AMIKIDS provided above.
3. AMIKIDS 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. AMIKIDS shall employ two Florida certified teachers. AMIKIDS 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 be responsible for District reports and procedures required of other BOARD's teachers at dropout prevention programs.
4. The BOARD will provide services including but not limited to one full-time Lead District Educator/Behavioral Specialist, one itinerant exceptional student

education/dropout prevention specialist, one itinerant technology coordinator, one itinerant reading teacher, supplemental educational materials and support services including administrative, data preparation, and professional education. Title I, Part D funding will provide one full-time paraprofessional. Full-time staff assigned to AMIKIDS will be selected in collaboration by the District Dropout Prevention Administrator and the AMIKIDS Pinellas Executive Director.

5. If AMIKIDS certified teachers are absent, substitutes will be assigned using Pinellas County School Board's automated substitute system. The cost of substitutes provided by the BOARD will be deducted from monthly payments the BOARD provides to AMIKIDS pursuant to paragraph 1. The BOARD will provide monthly documentation of all deductions to AMIKIDS, at the time of each deduction, to include the substitute's name, subject area, date and daily cost for each substitute utilized.
6. AMIKIDS will accept referrals of students into the program by the BOARD. All referrals will be reviewed and approved for intake in collaboration by the District Dropout Prevention Administrator and the AMIKIDS Pinellas Executive Director prior to admission.
7. AMIKIDS will accurately report its student enrollment to the BOARD as required in s. 1011.62, F.S., and in accordance with the definitions in s. 1011.61, F.S., at the agreed upon intervals and using the method used by the BOARD when recording and reporting cost data by program. The BOARD agrees to include AMIKIDS enrollment in the BOARD's district report of student enrollment. AMIKIDS shall provide all required information within the same schedule required for all other of BOARD's schools.
8. The BOARD will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. The data elements shall include but not limited to, the following:
 - a. Demographic information
 - b. ESE data
 - c. Grade level assignment
 - d. Required health information
 - e. Required discipline codes/incident data
 - f. Daily attendance
 - g. Transportation

- h. Student schedule
 - i. Teacher demographics
 - j. Master schedule
 - k. ESOL/migrant codes
 - l. Grades/grading period/grading scale
 - m. ERW (entry, withdrawal information)
 - n. Test scores
 - o. Academic history and transcripts, and
 - p. Student lunch information as required
9. AMIKIDS 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, and shall communicate and exchange appropriated student information in a manner consistent with Florida Statutes, rules and professional ethics.
10. AMIKIDS will provide student food services through the National School Lunch Program.
11. No student under the age of sixteen (16) may be terminated from the education program until an alternative educational placement has been determined. Alternative educational placement shall be determined as soon as possible following determination that a student is to be removed from placement at AMIKIDS in collaboration by the District Dropout Prevention Administrator and the AMIKids Pinellas Executive Director. Students sixteen (16) years of age or older who desire to withdraw without a next school placement or diploma must have an exit conference with the District Lead Educator and a Student Declaration of Intent to Terminate School Enrollment form signed by a parent or guardian prior to their withdrawal.
12. Students sixteen (16) years of age and older may participate in GED/GED exit option assessment, preparation, and testing.
13. The BOARD will provide equipment and access to online instructional programming, including NovaNet or other online curriculum program adopted by the district for the purpose of student instruction and will provide teachers of record for particular subject area certifications as needed, at no cost to AMIKIDS. Students assigned to AMIKIDS will utilize online courses in a significant capacity.

14. AMIKIDS agrees to be responsible for, and reimburse the District at fair market value for, District property that is lost, stolen, or damaged during the time that AMIKIDS has primary access to or possession of such property during the term of this Agreement.
15. AMIKIDS agrees to comply with Florida Statutes, applicable 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 Individual with Disabilities Act.
16. The staff of the BOARD will be permitted to review the program provided by AMIKIDS and confer with its staff as needed. Further, the BOARD and AMIKIDS agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this contract.
17. AMIKIDS agrees to provide classroom space, furniture and equipment for the teachers and students participating in the school program, as well as space for confidential counseling, staffing and evaluation.
18. AMIKIDS is responsible for meeting applicable safety, health, and sanitation standards of authorized state and local agencies.
19. The BOARD and AMIKIDS will collaboratively develop a Safe Learning Environment Plan. The plan will include provisions for insuring the safety of educational personnel, students and BOARD equipment.
20. AMIKIDS, its officers, agents, employees, and subcontractors, shall comply at all times during the term of the Agreement at AMIKIDS' 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 BOARD's web site, by clicking on "Business", then "Vendors", and then "Jessica Lunsford Act". A printed version may be obtained from the District contact listed in this Agreement.
21. AMIKIDS shall draft a 240 day calendar, containing a minimum of 230 days of instruction, for submission to the administrator of dropout prevention services by June 1st for the year beginning July 1st. AMIKIDS must notify the administrator of dropout prevention services prior to any deviation from this calendar. Any emergency cancellation of school must be done in coordination with the administrator of dropout prevention services or designee.

22. In the event that the BOARD and AMIKIDS are unable to agree upon a function not specified in this agreement, the Executive Director and the District Dropout Prevention Administrator 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 Deputy Superintendent of Curriculum and Operations and the Regional Director of AMIKIDS for resolution.
23. Neither party shall assign this agreement; however, it may be modified in writing by the parties mutual consent.
24. This agreement shall be effective July 30, 2013, for the school year 2013-2014, and shall terminate June 30, 2014. Either party may terminate this 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. Such notices shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
25. This Agreement is entered into in accordance with that certain agreement entitled Cooperative Agreement between the School Board of Pinellas County, Florida and the Department of Juvenile Justice dated June 14, 2011. The Cooperative Agreement states eleven (11) requirements of P.L. 107-110, Section 1425, which are incorporated herein by reference and made a part hereof.
26. The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the parties agree that BOARD's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by BOARD, nor shall anything herein be construed as consent by BOARD or AMIKIDS to be sued by any third party for any cause or matter arising out of or related to this Agreement.
27. AMIKIDS is an authorized provider of services through the Department of Juvenile Justice to provide educational program and related services for students eligible for the program under State Board of Education Rule 6A-6.05281 and Florida Statute 1003.52.

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

AMIKIDS PINELLAS, INC.

By: _____
Chairperson

Attest: _____
Executive Director

Approved as to form:



School Board Attorney's Office