

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 DANIEL MEMORIAL, INC., 855 S. Highland Ave., Clearwater, FL 33756, hereinafter referred to as "DANIEL ACADEMY";

WITNESSETH:

WHEREAS, DANIEL ACADEMY has been contracted by Department of Juvenile Justice (DJJ) Circuit VI to provide a Juvenile Justice Day Treatment program for Pinellas County youth who are on court ordered post commitment after care (level 10 or lower) and are identified as appropriate for pre-vocational/employability experiences; and

WHEREAS, the BOARD is committed to providing appropriate educational programs for school age children in juvenile justice dropout prevention programs when school enrollment in their regular school or program is not available, desired or recommended; and

WHEREAS, DANIEL ACADEMY becomes the student's designated school, and the decision to remove the student from the program shall be done in collaboration with the classroom, parent, and DANIEL ACADEMY staff to determine the educational plan and the next educational placement prior to program exit, and in compliance with the Department of Juvenile Justice state statutes; 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 by eligibility under the State Board of Education Rule 6A-6.0528 and Florida Statute 1003.52;

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

1. The BOARD shall provide services including, but not limited to, one classroom teacher, one Title I, Part D paraprofessional, one Title I, Part D itinerant guidance counselor, one itinerant .5 reading coach, professional development, administrative supervision, classroom furniture, instructional supplies and textbooks, technology equipment, and other support services as needed, all subject to the availability of funds.

2. DANIEL ACADEMY shall provide the necessary physical plant to include a carpeted classroom with adequate lighting, ventilation, heat and air conditioning with a minimum square footage of 900, utilities, and maintenance to house the students. DANIEL ACADEMY shall provide the teacher daily access to a copy machine and telephone, and secure space for equipment, records, materials and supplies. DANIEL ACADEMY will provide food services. DANIEL ACADEMY will provide one program director, one program manager, one life skills

case manager, one part time youth care technician and one secretary. DANIEL ACADEMY will have staff at Bayside High School 10 minutes prior to scheduled bus delivery. DANIEL ACADEMY will transport student's home at the end of the day via bus passes or other appropriate arrangements. The BOARD will provide transportation to Bayside High each of the 180 traditional school days.

DANIEL ACADEMY will be responsible for transportation to and from school on days Bayside High School is not in session. DANIEL ACADEMY staff will represent DANIEL ACADEMY on the School Advisory Council of Dropout Prevention School.

3. DANIEL ACADEMY will accept five referrals of non-adjudicated students into the program by the BOARD. All referrals will be reviewed for approval by the Director of Dropout Prevention and the Director of DANIEL ACADEMY prior to admission. The BOARD will pay DANIEL ACADEMY 50% of applicable funds generated through the Florida Education Finance Program (FEFP) by eligible students enrolled in the five (5) School Board seats at DANIEL ACADEMY, with such annual total not to exceed \$13,033.

4. Students eighteen (18) years of age or younger who are identified as eligible for the DJJ day treatment program may be qualified for educational services in the dropout prevention program. Students who have received a General Education Diploma (GED) are graduates and not eligible for enrollment in the K-12 dropout prevention classroom. Students sixteen (16) years of age or over may participate in GED/GED exit option assessment, preparation and testing.

5. The classroom teacher who has been appointed to serve at the DANIEL ACADEMY facility shall be responsible to follow all BOARD policies and procedures in implementation of the dropout prevention program. The classroom teacher shall prepare all BOARD required records and reports which shall be forwarded to the administrator of dropout prevention services.

6. Students who enter into the dropout prevention program shall be assessed at the facility by the classroom teacher in accordance with the Pinellas County Special Programs and Procedures Document, and the ESOL Consent Decree. An academic improvement plan will be prepared for each student. Any emergency cancellation of school must be coordinated with the district DJJ designee, and the administrator of dropout prevention services.

7. In order to offer optimum educational services, the BOARD and DANIEL ACADEMY shall permit not more than twenty-one (21) students in any one class due to safety, security and space.

8. The classroom teacher and the Juvenile Justice program administrator or designee of DANIEL ACADEMY shall communicate and exchange appropriate information as required and in a manner consistent with Florida Statutes, rules, and professional ethics.

9. The method of disciplining students unable to cope with the dropout prevention program shall be discussed by the classroom teacher with the appropriate administrator of DANIEL ACADEMY in order to provide an alternative education plan for the student. The administrator of dropout prevention services or designee must be notified to assist prior to disciplinary actions that result in a student suspension. No student under the age of sixteen (16) may be terminated from the educational program until an exit conference has been completed with the student and an alternative education placement has been determined. 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.

10. The BOARD and DANIEL ACADEMY will collaboratively develop a School Based Behavior/Crisis Plan. The plan will include provisions for ensuring the safety of educational personnel, students, and BOARD equipment. DANIEL ACADEMY will maintain the appropriate agency staff ratio (1:1 classroom) during school operation.

11. The DANIEL ACADEMY director or designee will be at the facility at all times during the instructional day. The classroom teacher will not be left at the facility with the total responsibility for client and program supervision.

12. The BOARD and DANIEL ACADEMY will review the Department of Juvenile Justice Agency's Quality/N&D Program Monitoring Plan results and mutually develop an improvement plan within 60 days after receiving the written evaluation.

13. The BOARD'S DJJ instructional calendar shall be applicable to DANIEL ACADEMY. Classes shall be held during the times indicated on the 230 day DJJ school calendar. The classroom teacher in the dropout prevention program shall be responsible to the administrator of dropout prevention services. 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. The instructional staff is bound by the PCTA agreement with the Pinellas County School Board.

14. DANIEL ACADEMY is responsible for meeting safety, health, and sanitation standards of authorized state and local agencies, providing confidential counseling, staffing, and evaluation space.

15. The BOARD and DANIEL ACADEMY 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.

16. When needed, the BOARD may employ substitute teachers for the regular dropout prevention instructors.

17. DANIEL ACADEMY, its officers, agents, employees, and subcontractors, shall comply at all times during the term of this Agreement at Contractor's own cost with the background screening requirements of Sections 1012.32(2), 1012.465, and 1012.56, Florida Statutes (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.

18. DANIEL ACADEMY 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 DANIEL ACADEMY has primary access to or possession of such property during the term of this Agreement.

19. In the event that the educational instructors and DANIEL ACADEMY personnel are unable to agree upon a function not specified in this agreement, the director of DANIEL ACADEMY 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 deputy superintendent of curriculum and operations and the executive director of DANIEL ACADEMY for resolution.

20. DANIEL ACADEMY agrees to comply with all provisions of Florida Statutes and the applicable rules of the State Board of Education and federal legislation including but not limited to the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973 as amended, Title IX of the Education Amendment Act of 1974, and the Individuals with Disabilities Education Act.

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

22. 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 without cause upon thirty (30) days written notice to other party.

23. The BOARD and DANIEL ACADEMY 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, that the BOARD and DANIEL ACADEMY agree that the BOARD and DANIEL ACADEMY'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 the BOARD and DANIEL ACADEMY, nor shall anything herein be construed as consent by the BOARD and DANIEL ACADEMY to be sued by any third party for any cause or matter arising out of or related to this Agreement.

24. 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 seek 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;

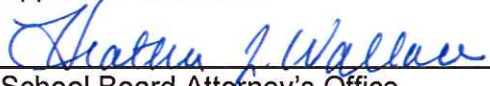
- vi. We will ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
- vii. To the extent possible, we will use technology to assist in coordinating educational programs between the correctional facility and the community 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:

Witnesses:

Approved as to form:



School Board Attorney's Office

THE SCHOOL BOARD OF PINELLAS
COUNTY, FL

By: _____
Chairperson

Attest: _____
Superintendent

DANIEL MEMORIAL, INC.

By: _____

Title: _____

Attest: _____

Title: _____