

AGREEMENT

THIS AGREEMENT, made and entered into this July 30, 2013 to as the "BOARD," and OPERATION PAR, INC., hereinafter referred to as PAR; such program of prevention to be named the ALPHA PROGRAM, whose location is identified as the ALPHA CENTER;

WITNESSETH

WHEREAS, PAR provides both a wide range of prevention for children at risk of becoming chemically dependent and intervention for children experimenting with or using drugs and alcohol; and

WHEREAS, the BOARD is committed to providing appropriate educational programs to prevent children from becoming at risk for drug and alcohol abuse; and

WHEREAS, the parties to this agreement desire a maximum degree of long-range cooperation and administrative planning in order to provide an effective program of educational services for children placed in this program by eligibility under State Board of Education rule 6A-6.0524, under Florida Statute 1003.53;

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

1. The BOARD shall provide the ALPHA program three classroom teachers and partial funding for one assistant manager, ALPHA program. Supplies, textbooks, technology, support services, and professional development will be provided based on available funding.

2. PAR shall provide reimbursement to the BOARD for one coordinator/administrator for ALPHA not to exceed \$28,000 per annum, with the BOARD assuming any additional salary and fringe of the assigned employee. This reimbursement will be offset by the reimbursement due to PAR by the BOARD.

3. The BOARD will provide the school administration staff who will assist in the coordination of the program's operation.

4. The BOARD shall provide utilities and interior and exterior building maintenance for the ALPHA Center.

5. The BOARD shall provide building connectors for the ALPHA relocatables.

6. The BOARD shall provide, through the host school, art, music, physical education and school lunches for the ALPHA program.

7. The BOARD shall determine the Alpha school location and feeder schools, in consultation with PAR.

8. The day to day management of the ALPHA Program shall be conducted in coordination with PAR'S administrator of prevention services as described in the ALPHA contracts between public funding bodies and PAR.

9. All non-educational services shall be guided by the terms of the grants and contracts between PAR, the Department of Children and Families and Central Florida Behavioral Health Network (CFBHN).

10. PAR shall provide the necessary classroom space (relocatables), for up to 45 students per year at the ALPHA Center five days a week.

11. The BOARD shall provide reimbursement to PAR for a prevention specialist not to exceed \$28,000 per annum. This reimbursement will be offset by the reimbursement due to the BOARD by PAR.

12. PAR shall provide two agency prevention specialists for the ALPHA Program pending available funding.

13. PAR shall support the ALPHA Program with clerical assistance and telephone service at the ALPHA Center.

14. The ALPHA Program will serve at-risk elementary school students in grades fourth and fifth and their families. The program offers an opportunity for elementary students to strengthen and improve their behavior, social, and academic skills. Special counseling and educational services are provided to the parents of ALPHA students.

15. In order to offer optimal educational services for at-risk children, the BOARD and PAR shall permit no more than eighteen (18) students per classroom teacher.

16. Classes shall be held during the times indicated on the school schedule.

17. The BOARD and ALPHA Center coordinator 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. Any emergency cancellation of school must be done in coordination with the administrator of dropout prevention services or designee.

18. The BOARD'S instructional calendar shall be applicable to the ALPHA Program. The program coordinator/administrator at the ALPHA Center shall be responsible to the administrator of dropout prevention services and will work in cooperation with the school-based principal. The ALPHA program coordinator shall prepare all performance evaluations of BOARD employees, utilizing information provided by the school-based principal and Operation PAR'S administrator of prevention services. The instructional staff is bound by the PCTA agreement with the Pinellas County School Board.

19. PAR, its officers, agents, employees, and subcontractors, shall comply at all times during the term of this Agreement at PAR'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.

20. ALPHA agrees to comply with all Florida Statutes and 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. In the event that the instructional staff and Operation PAR personnel are unable to agree upon a function not specified in this agreement, Operation PAR'S administrator of prevention services 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 COO of Operation PAR for resolution.

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

23. 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.

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

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

OPERATION PAR, INC.

By: _____

Title: _____

Attest: _____

Title: _____