

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 OPERATION PAR, INC., hereinafter referred to as "PAR";

WITNESSETH:

WHEREAS, PAR provides a residential treatment program for students in substance abuse rehabilitation; and

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

WHEREAS, PAR becomes the student's designated school, the decision to remove of the student from the program shall be done in collaboration with the instructor, parent, and PAR staff to determine next educational placement prior to program exit; 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-6.052 under Florida Statute 1003.53;

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

1. The BOARD shall provide two classroom teachers and one itinerant Title I paraprofessional, one itinerant exceptional student education specialist, one itinerant dropout prevention specialist, one itinerant technology coordinator, one itinerant reading coach, professional education, administrative supervision, instructional supplies and textbooks, technology equipment, and other support services as needed, all subject to availability of funds.

2. PAR shall provide the necessary physical plant, utilities (telephone), and maintenance to house the students, counseling and social services. PAR shall provide the teacher daily access to a copy machine and secure space for equipment, records, materials and supplies.

3. Students twenty (20) years of age or younger who were unsuccessful, unmotivated or disruptive in the in the regular school program, or with drug and alcohol problems may be qualified for educational services in the dropout prevention program unless they have already obtained a General Equivalency Diploma.

4. The dropout prevention instructors who have been appointed to serve at the PAR facility shall be responsible to follow all BOARD policies and procedures in implementation of

the dropout prevention program. The instructor shall prepare all BOARD required records and reports which shall be forwarded to the administrator of dropout prevention services.

5. Students who enter into the dropout prevention program shall be assessed at the facility by the instructor. An educational program plan will be prepared for the student.

6. In order to offer optimum educational services, the BOARD and PAR shall permit not more than twenty (23) students in any one class.

7. The educational instructor and the program administrator or designee of PAR shall communicate and exchange appropriate information as required and in a manner consistent with Florida Statutes, rules, and professional ethics.

8. The method of disciplining students unable to cope with the dropout prevention program shall be discussed by the educational instructor with the appropriate administrator of PAR 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 action that results in suspension. No student under the age of sixteen (16) may be terminated from the educational program until an alternative 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.

9. The BOARD and PAR 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.

10. The BOARD'S instructional calendar shall be applicable to PAR. Classes shall be held during the times indicated on the regular school calendar. The educational instructors in the dropout prevention program shall be responsible to the administrator of dropout prevention services. Any deviation from the regular 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.

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

12. 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 following web site: pcsb.org/jilahome.org. A printed version may be obtained from the District contact listed in this Agreement.

13. PAR 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 PAR has primary access to or possession of such property during the term of this Agreement.

14. In the event that the educational instructors and PAR personnel are unable to agree upon a function not specified in this agreement, the academy administrator 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 co-chief operating officer for resolution.

15. PAR agrees to comply with all provisions of Florida Statutes and rules applicable to 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.

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

17. 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.

18. 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 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.

19. 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.

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

Witnesses:

Witnesses:

Approved as to form:

Heather J. Wallace
School Board Attorney's Office

THE SCHOOL BOARD OF PINELLAS
COUNTY, FL

By: _____
Chairperson

Attest: _____
Superintendent

OPERATION PAR, INC

By: _____

Title: _____

Attest: _____

Title: _____