



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

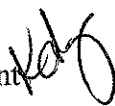
www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/794-2221 Fax: 813/794-2111
727/774-2221 TDD: 813/794-2484
352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

September 7, 2010

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Ami Kids Pasco, Inc. and PACE Center for Girls, Inc.
Purchase Orders #10002729; 10002730; 10002731

On June 15, 2010 the cooperative agreements with Ami Kids Pasco, Inc. and PACE Center for Girls, Inc. were Board approved. These agreements are for students at the Department of Juvenile Justice Program in Pasco County to participate in educational services with various facilities.

The attached purchase orders for Ami Kids Pasco, Inc. totaling \$308,783.65 and PACE Center for Girls, Inc. totaling \$223,318 are for payment purposes. The figures represent 85% of the FTE funds generated by eligible students enrolled for the state mandated 230 instructional days as outlined in the board approved contract.

At this time, we respectfully request your approval of the above-referenced purchase orders for the period of July 1, 2010 through June 30, 2011.

Should you have any questions or wish to discuss this further, please contact me at your convenience.

KDG/amj

Attachments

DISTRICT SCHOOL BOARD OF PASCO COUNTY
PURCHASING DEPARTMENT
 20430 GATOR LANE LAND O' LAKES, FL 34638
 PHONE: 813.794.2221 FAX: 813.794.2111

PURCHASE ORDER NUMBER

10002730

PAGE 1 OF 2

INVOICE IN TRIPLICATE

INCLUDING THIS PURCHASE ORDER NUMBER TO:

District School Board of Pasco County
 Accounts Payable
 7227 Land O Lakes Blvd
 Land O Lakes FL 34638
 Telephone 813/794-2290

A TAXPAYER IDENTIFICATION NUMBER CERTIFICATION FORM WITH THE VENDOR'S CURRENT EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE ON FILE WITH THE PURCHASING DEPARTMENT OR THE PAYMENT WILL NOT BE ISSUED.

Reasonable cost changes may be permitted, provided they are not on a blanket purchase order, bid, quote or contracted item, but must not exceed 5% of the total order without prior approval in writing from the Purchasing Department. We reserve the right to retain any and all shipped merchandise and to deny payment for any charges that are contrary to an awarded contract of this or another governmental agency, or that are beyond the aforementioned 5%.

VENDOR

AMIKIDS PASCO INC
 5324 SUNSET ROAD
 NEW PORT RICHEY FL 34652

SHIP TO F.O.B. DESTINATION

Supervisor - Title I
 7227 Land O' Lakes Boulevard
 Land O'Lakes FL 34638

DATE PRINTED	ORDERED BY/DEPARTMENT	CLASS ITEM NO.	FEDERAL EMPLOYER ID NO.	SALES TAX EXEMPTION NO.
08/27/10	Ramon Suarez, Supervisor, CIS	96100	59-6000792	85-8013921275C-1

SEQ	DESCRIPTION	PCSB ITEM	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
001	<p>AMIKIDS Pasco, Inc. will receive 85% of all Full-Time Equivalency (FTE) generated funds or \$292,158.00 per school year (whichever is less) to support the teachers, staff and other operational costs. AMIKIDS Pasco, Inc. shall bill the District School Board of Pasco County at the end of each month.</p> <p>ESTIMATED MONTHLY PAYMENT: \$24347.00.</p> <p>SERVICE DATES ARE FROM July 1, 2010, THROUGH JUNE 30, 2011.</p> <p>BOARD APPROVED: June 15, 2010. Signed by Heather Fiorentino, and Allen Altman, Chairman, Pasco County School Board.</p> <p>Amount Estimated by the sum based upon 85% of the actual f Full-time Equivalency (FTE) generated from the FEFP by each student and shall be billed by AMIKIDS Pasco, Inc. to the District School Board of Pasco County at the end of each month.</p> <p>PURCHASE ORDER IS FOR PAYMENT PURPOSES ONLY</p>		1	EACH	292,158.0000	292,158.00

INFORMATION ON REVERSE

1 - VENDOR COPY

Kendra Brodman
 PURCHASING AGENT/SI

DISTRICT SCHOOL BOARD OF PASCO COUNTY
PURCHASING DEPARTMENT
 20430 GATOR LANE LAND O' LAKES, FL 34638
 PHONE: 813.794.2221 FAX: 813.794.2111

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SEQ	DESCRIPTION	PCSB ITEM	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	AS PER COOPERATIVE AGREEMENT Effective July 1, 2010 through June 30, 2011					
	* * * ITEM TOTAL * * *					292,158.00
	PASCO SCHOOL BOARD USE ONLY					
	110.7242.7815.0310.5000.0000					292,158.00
	* * ACCT TOTAL * *					292,158.00
	REQ NBR: 9227 10053 VNDR NBR: V0000021410					

Kendra Dredman
 PURCHASING/AGENT/S/

received
6/17/10 ap

AGREEMENT

COMPLETED

between

DISTRICT SCHOOL BOARD OF PASCO COUNTY

and

AMI KIDS PASCO

This agreement, dated May 3, 2010 is by and between the District School Board of Pasco County, Florida, hereinafter referred to as "The School Board" and AMI Kids Pasco, 5324 Sunset Road, New Port Richey, Florida 34652, hereinafter referred to as "AMI KIDS PASCO".

WITNESSETH:

Whereas, AMI Kids Pasco is a non-profit, non-residential agency contracted by the Department of Juvenile Justice (DJJ) to provide a comprehensive education and therapeutic prevention and intervention services to troubled adolescents eligible for this program by State Board of Education Rule 6A-6.05281 FAC and Florida Statute 1003.52; and,

Whereas, The School Board has the authority as provided by FS 1003.01(12) and State Board of Education Rule A-1.994 to engage in a contractual relationship with non-profit corporations which have been formed for the purpose of providing a cooperative educational service to the District; and

Whereas, the School 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 in this agreement desire a maximum degree of cooperation and administrative planning in order to provide an effective program of educational services for students placed in this program by eligibility under Florida Statute 1003.52.

IT IS AGREED for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term of this contract shall be for three (3) school years, and will be renewable on a yearly basis by mutual agreement.
2. The School Board shall pay AMI KIDS PASCO 85% of the FEFP funds generated by eligible students enrolled at AMI KIDS PASCO for both the regular and appropriate summer sessions. FEFP funds will be determined by using the Department of Education's DJJ funding worksheet for the applicable school year. The formula to follow shall be as follows:

$$\text{FTE} \times \text{program cost factor} \times \text{base student allocation} \times \text{district cost differential factor} = \text{FEFP dollars, including ESE Guaranteed Allocation and DJJ Supplemental Allocation.}$$

Distribution of funds will be consistent with district procedures and policies.

District School Board
of Pasco County

JUN 15 2010

Board Approved

CONTRACT REVIEWED
AND APPROVED:

6/17/10

3. Payments will be made monthly beginning in July. The monthly amount will be annualized FTE for the program as follows:
 - A. Proportionately, amounts for the months of July through May will be based on the projected FTE to the fiscal year.
 - B. The last payment shall be adjusted so that the total monthly distributions do not exceed the total Agreement amount as set forth in Item 2 on this Agreement.
4. In addition to the 85% of the FEFP funds generated by eligible students enrolled at AMI KIDS PASCO, the School Board will provide regularly scheduled ESE consultant and related services, MIS Data Entry/Juvenile Justice Specialist services, Student Transition Services, Academic Guidance Services, and English for Speakers of Other Language (ESOL) services as needed. These services will be covered up to 100% of FEFP funds.

Responsibilities of the School Board

To fulfill the terms of this agreement, The School Board agrees to:

1. Provide one (1) MIS Data Entry/Juvenile Justice Specialist to assist AMI KIDS PASCO with student records and educational files that will include a current Pasco County registration form, a current copy of the student's cumulative transcript which includes the courses in which the student is currently enrolled and the student's total credits attempted and earned at previous schools, including juvenile justice programs. When the most current records are not present, the MIS Data Entry/Juvenile Justice Specialist will make and document (with dates) requests for student educational records, transcripts, and ESE records, including IEPs, within five school days of the student's entry into the AMI KIDS PASCO program. The MIS Data Entry/Juvenile Justice Specialist will make and document (with dates) follow-up requests for records not received through the use of F.A.S.T.E.R., the districts' information system, or by calling and/or faxing detention centers, school districts, and probation officers.
2. Provide training to AMI KIDS PASCO staff in regards to the *Student Progression Plan*. AMI KIDS PASCO staff will advise students in regards to their abilities and aptitudes, educational and occupational opportunities, personal and social adjustments, diploma options (including the benefits and limitations of pursuing a General Education Development (GED) diploma, and post secondary options). The School Board's Guidance Counselor will assist with this process as needed.
3. Assist AMI KIDS PASCO teaching staff in applying for recertification with the state of Florida.
4. Provide textbooks and supplemental instructional materials as needed.
5. Provide inservice training in the areas mentioned above and will permit AMI KIDS PASCO staff to participate in all other inservice training when appropriate.
6. Have AMI KIDS PASCO borrow media materials from the District Media Center via the courier service.

School Board
Pasco County

15 2010

Approved

CONTRACT REVIEWED
AND APPROVED:

Kdy 6/7/10

Responsibilities of AMI KIDS PASCO

To fulfill the terms of this agreement, the AMI KIDS PASCO agrees to:

1. Adopt, as part of its governing policies, State Department of Education and School Board policies and procedures relating to Dropout Prevention Juvenile Justice Programs.
2. Serve a maximum of seventy-two (72) students of which a maximum of five (5) can be assigned as an alternative to placement at the Harry Schwettman Education Center. The assignment of these "school board" students will be done cooperatively by the principal of Harry Schwettman Education Center and the executive director of the AMI KIDS PASCO. The students must meet the criteria for placement as DJJ students or Graduation Enhancement (Dropout Prevention) students.
3. Maintain student records in accordance with State requirements for Graduation Enhancement (Dropout Prevention)/Juvenile Justice Programs as well as the information for data reporting requirements requested by the School Board and State and Federal agencies.
4. Staff and the School Board staff will review the students' past educational records from the Department of Juvenile Justice (DJJ) commitment files from detention assignment, or any previous school.
5. Conduct, within ten (10) calendar days upon entry, the Basic achievement Skills Inventory (BASI) or and any appropriate academic assessments which provide proficiency levels in Reading, Mathematics, Language Arts. Vocational assessments administered at program entry and exit, which are selected by the Department of Education in partnership with representatives from the Department of Juvenile Justice, school districts and providers. All assessment information will be placed in the student educational files. The School Board will be responsible for ensuring the completion of the assessment process.
6. Maintain a student educational file which, at a minimum, contains the students permanent record card, which contains the student's legal name, date of birth, race, sex, date of entry, home address, name of parent or legal guardian, native language, immunization status, state testing information, and name of last school attended (including DJJ programs).
7. Provide students when appropriate, access to Florida Virtual School courses. The teachers and the principal shall work with AMI KIDS PASCO staff to provide secure, supervised access to the Internet for students who qualify to enroll in virtual school courses.
8. Develop an Individualized Academic Plan (IAPs) for all non-ESE students based upon each student's entry assessments and past records within 15 school days of the student's entry into the program. The academic plans will address but are not limited to reading, writing, and mathematics and will be used by all instructional staff regardless of the content area they are teaching. AMI KIDS PASCO staff will also develop an electronic personalized education planner (ePEP) for all middle school students based on

District School Board
of Pasco County

JUN 15 2010

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Katy 6/7/10

individual aspirations and goals for postsecondary education and possible careers. The School Board's support staff including the Guidance Counselor, Math Resource Teacher, ESOL Resource Teacher, and ESE Specialist will assist as needed with the implementation of the plans.

9. Monitor student progress in Reading through the Progress Monitoring and Reporting Network (PMRN) using progress monitoring assessments (FAIR) identified in the Pasco County School District Comprehensive Reading Plan. If needed, the School Board's support staff including the Guidance Counselor, Math Resource Teacher, ESOL Resource Teacher, and ESE Specialist will assist as needed with the implementation of the plan.
10. Obtain current IEPs with the assistance of the ESE Specialist or initiate the development of IEPs for students assigned to ESE programs within 11 days of the student's entry into the program. Written academic plans and IEPs will be placed in the student's educational file.
11. Document student progress through work products, personal observations, continuing assessments, grade books, report cards, progress reports and/or work folders. Where feasible, AMI KIDS PASCO staff will involve parents in efforts to improve the educational achievement of their children.
12. Provide a program of education, training, and related services to the referred students. The instructional calendar will provide a minimum of 240 days of instruction for students. It shall be staffed by qualified personnel as defined in FAC 6A-6.05281, 6A-4.003, 6A-1.0502 and 6A-4.004. Three (3) Florida certified or certificate eligible teachers shall be responsible for the academic instruction and the supervision of elective instructional activities and must certify mastery of student performance objectives and Sunshine State Standards of courses for credit toward a standard high school diploma. The teachers will also be responsible for District reports and for communication with the student's home school.
13. Notify the Pasco County School Board a minimum of thirty days prior to the awarding of contracts for construction or renovations that would effect the educational programs.
14. Work cooperatively with the School Board to implement any "no contact" orders entered by the court that apply to their students.
15. Review and document academic plans as part of treatment team meetings.
16. Be responsible for exit staffings and transition meetings. They will develop an age-appropriate exit plan for each student that identifies, at a minimum, desired diploma option, continuing education needs and goals, anticipated educational placement, after care provider, and job/career or vocational training plans.
17. Place in the students DJJ commitment file or DJJ discharge packet or transfer file prior the student's exit the following: a copy of the student's exit file, a current copy of the student's exit plan, a current permanent record card (which the Juvenile Justice Specialist will provide), a current IEP and/or academic plan, all assessment data including state and district-wide assessment results, academic post-testing, length of

participation in the program (including entry and exit dates), and copies of certificates earned at the program.

18. Have the AMI KIDS PASCO teaching staff to develop a curriculum that is based on the district's *Student Progression Plan*, the *Florida Course Code Directory and Instructional Personnel Assignments (2010-2011)*, and the course descriptions of the courses the students are taking. The courses will be consistent with the Florida's New Generation Sunshine State Standards.
19. Have the AMI KIDS PASCO teaching staff to provide an educational program, which includes lesson plans, materials, and activities that reflect cultural diversity. In addition, teachers will use a variety of teaching strategies including the use of classroom technology to ensure students meet high academic achievement standards.
20. Implement an educational program, which includes a minimum of 300 minutes per day (or its weekly equivalent) of instruction.
21. Not dismiss, withdraw or transfer any student unless academic interventions are performed and such results demonstrate the student placement at AMI KIDS PASCO is not meeting the student academic and behavior needs. These results will be shared with the District's Graduation Enhancement Supervisor or designee prior student dismissal for collaboration and future student placement. The AMI KIDS PASCO shall notify the School Board within 10 school days prior to any student transfer, transition and student placement purposes.
22. Have the teaching staff develop a curriculum that will include but not be limited to appropriate academic courses which lead to high school graduation, employability skills, career awareness, character development and law education, health and life skills, vocational offerings, and social skills that are appropriate to the student's needs.
23. Develop classroom management procedures that are equitable and apply appropriate behavior, classroom management strategies, maintain instructional momentum, promote positive student self-esteem, empowers students to become independent learners, and ensure that they remain on task.
24. Provide the School Board with copies of the teaching certificates of all teaching staff to ensure they are highly qualified to teach their subject areas and other pertinent information needed to assist with the recertification process.
25. Have and use professional development plans or annual teacher evaluations to foster professional growth.
26. Develop a School Improvement Plan in cooperation with the School Board administrators that addresses student outcomes and performance. The SIP will include AMI KIDS PASCO budget, training, instructional materials, technology, staffing, and student support services. Portions of the SIP may be included in the Marchman Technical Education Center's SIP.
27. Develop written educational policies and procedures that address the current quality assurance standards, accurately reflect the roles and responsibilities of all educational personnel (including district personnel who work on a consultant basis).

District School Board
of Pasco County

JUN 15 2010

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28. Provide the School Board will provide an annual school calendar that includes a minimum of 240 instructional days and all state and district-wide testing dates. The School Board will coordinate all state and district-wide testing required by Sections 1008.22, 1008.25, 1003.23, and 1003.438, Florida Statutes for all AMI KIDS PASCO students.
29. To be involved in the School Board's breakfast and lunch program. AMI KIDS PASCO will provide transportation of breakfasts and lunches from a satellite school.
30. Provide weekly attendance records for each student along with the monthly invoice for payment.
31. AMI KIDS PASCO agrees to participate to the extent necessary in the review of placement process guaranteed parents or guardians of a student under FS 1003.52.
32. Not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with State and Federal regulations except on written consent of the recipient or his parent or guardian where authorized by law.
33. Agree in writing that it complies with the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1974 and Section 504 of the Rehabilitation Act of 1973 and will at all times comply with local or state standards for health and safety of students.
34. Be liable, and agrees to be liable for, and shall indemnify, defend and hold the School 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 this agreement, and shall secure and maintain in force liability insurance to provide such indemnification.
35. Provide classroom space, furniture and equipment for the teachers and students participating in the school program.
36. Provide adequate and appropriate educational materials and supplies for the students in the program.
37. Notify the School Board in writing within a minimum of sixty days prior to any change that would impact the future of the education program.

Other Provisions:

The staff of the School Board will be permitted to review the program provided by AMI KIDS PASCO and confer with its staff at reasonable times. Further, the School Board and AMI KIDS PASCO agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this contract.

Exiting students, over the age of 16, whose pre-test scores qualify them, may take the GED exam, prior to exiting the program. However, they must have written approval from their parents/guardians AMI KIDS PASCO is responsible for students GED testing fees.

The AMI KIDS PASCO agrees to provide transportation to and from the AMI KIDS PASCO for its enrolled students. The AMI KIDS PASCO will receive 85% basic Bus FTE funding for the operation of their transportation system. The amount of funding will be in compliance with the guidelines set forth by the Department of Education and the school district's Transportation Department.

The AMI KIDS PASCO shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. The AMI KIDS PASCO shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract. Also, all the funds, services, materials, property, etc. inclusive in this Contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.

In the event that the instructional staff and AMI KIDS PASCO personnel are unable to agree upon a function not specified in this agreement, the Executive Director of AMI KIDS PASCO and the Supervisor of Graduation Enhancement Program 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 Director of Curriculum and Instruction and the Executive Director of AMI KIDS PASCO.

To the extent authorized by Florida law, the parties indemnify and hold harmless each other and/or all of its officers, employees, or agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss, damage, attorney's fees, court costs or expenses of any kind, which each party, its officers, employees or agents, may incur arising from the negligence of the other party during the performance of any provision of this agreement or from the activities of The Board and AMI KIDS PASCO, Pasco personnel, students, faculty, as aforesaid under the provisions of the agreement.

The School Board will be responsible for providing AMI KIDS PASCO with the four FTE surveys for their review.

CERTIFICATION FOR EMPLOYEE/EMPLOYMENT BACKGROUND

AMI KIDS PASCO will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statute, by certifying that all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. Background screenings must be completed through the District School Board of Pasco County, Human Resources Department.

AMI KIDS PASCO will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to AMI KIDS PASCO and its employees.

AMI KIDS PASCO will provide a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements.

District School Board
of Pasco County

JUN 15 2010

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Kobg 6/7/10

AMI KIDS PASCO will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added.

AMI KIDS PASCO will notify the District School Board of Pasco County within 48 hours in the event that any employee who AMI KIDS PASCO has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense.

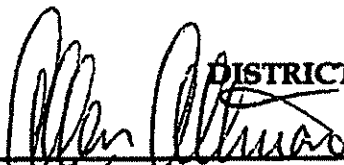
The parties agree that in the event that AMI KIDS PASCO fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District School Board of Pasco County to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. AMI KIDS PASCO agrees to indemnify and hold harmless the District School Board of Pasco County, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from AMI KIDS PASCO's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

AMI KIDS PASCO assures the District School Board of Pasco County, Florida, that it does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age in the operation of its business or provision of services.


Neither party shall assign this agreement; however, the parties may modify it in writing in mutual agreement.

This agreement is a three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period of July 1, 2010 through June 30, 2011. This agreement and subsequent renewals will be subject to final approval by the School Board.

DISTRICT SCHOOL BOARD OF PASCO COUNTY


Chairman
District School Board of Pasco County

6-15-10
Date Signed



Superintendent
District School Board of Pasco County

6-15-10
Date Signed


Executive Director
AMI Kids Pasco

AMI KIDS PASCO

5/14/2010
Date Signed


Signature 6/17/10 Date
Kendra Goodman, Purchasing Agent
District School Board of Pasco County

District School Board
of Pasco County
JUN 15 2010
Board Approved

DISTRICT SCHOOL BOARD OF PASCO COUNTY
PURCHASING DEPARTMENT
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COMPLETED

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and

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WITNESSETH:

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1. The term of this contract shall be for three (3) school years, and will be renewable on a yearly basis by mutual agreement.
2. The School Board shall pay AMI KIDS PASCO 85% of the FEFP funds generated by eligible students enrolled at AMI KIDS PASCO for both the regular and appropriate summer sessions. FEFP funds will be determined by using the Department of Education's DJJ funding worksheet for the applicable school year. The formula to follow shall be as follows:

$$\text{FTE} \times \text{program cost factor} \times \text{base student allocation} \times \text{district cost differential factor} = \text{FEFP dollars, including ESE Guaranteed Allocation and DJJ Supplemental Allocation.}$$

Distribution of funds will be consistent with district procedures and policies.

District School Board
of Pasco County

JUN 15 2010

Board Approved

CONTRACT REVIEWED
AND APPROVED:

6/7/10

3. Payments will be made monthly beginning in July. The monthly amount will be annualized FTE for the program as follows:
 - A. Proportionately, amounts for the months of July through May will be based on the projected FTE to the fiscal year.
 - B. The last payment shall be adjusted so that the total monthly distributions do not exceed the total Agreement amount as set forth in Item 2 on this Agreement.

4. In addition to the 85% of the FEFP funds generated by eligible students enrolled at AMI KIDS PASCO, the School Board will provide regularly scheduled ESE consultant and related services, MIS Data Entry/Juvenile Justice Specialist services, Student Transition Services, Academic Guidance Services, and English for Speakers of Other Language (ESOL) services as needed. These services will be covered up to 100% of FEFP funds.

Responsibilities of the School Board

To fulfill the terms of this agreement, The School Board agrees to:

1. Provide one (1) MIS Data Entry/Juvenile Justice Specialist to assist AMI KIDS PASCO with student records and educational files that will include a current Pasco County registration form, a current copy of the student's cumulative transcript which includes the courses in which the student is currently enrolled and the student's total credits attempted and earned at previous schools, including juvenile justice programs. When the most current records are not present, the MIS Data Entry/Juvenile Justice Specialist will make and document (with dates) requests for student educational records, transcripts, and ESE records, including IEPs, within five school days of the student's entry into the AMI KIDS PASCO program. The MIS Data Entry/Juvenile Justice Specialist will make and document (with dates) follow-up requests for records not received through the use of F.A.S.T.E.R., the districts' information system, or by calling and/or faxing detention centers, school districts, and probation officers.

2. Provide training to AMI KIDS PASCO staff in regards to the *Student Progression Plan*. AMI KIDS PASCO staff will advise students in regards to their abilities and aptitudes, educational and occupational opportunities, personal and social adjustments, diploma options (including the benefits and limitations of pursuing a General Education Development (GED) diploma, and post secondary options). The School Board's Guidance Counselor will assist with this process as needed.

3. Assist AMI KIDS PASCO teaching staff in applying for recertification with the state of Florida.

4. Provide textbooks and supplemental instructional materials as needed.

5. Provide inservice training in the areas mentioned above and will permit AMI KIDS PASCO staff to participate in all other inservice training when appropriate.

6. Have AMI KIDS PASCO borrow media materials from the District Media Center via the courier service.

School Board
Pasco County
15 2010
Approved

CONTRACT REVIEWED
AND APPROVED:
KJG 6/7/10

Responsibilities of AMI KIDS PASCO

To fulfill the terms of this agreement, the AMI KIDS PASCO agrees to:

1. Adopt, as part of its governing policies, State Department of Education and School Board policies and procedures relating to Dropout Prevention Juvenile Justice Programs.
2. Serve a maximum of seventy-two (72) students of which a maximum of five (5) can be assigned as an alternative to placement at the Harry Schwettman Education Center. The assignment of these "school board" students will be done cooperatively by the principal of Harry Schwettman Education Center and the executive director of the AMI KIDS PASCO. The students must meet the criteria for placement as DJJ students or Graduation Enhancement (Dropout Prevention) students.
3. Maintain student records in accordance with State requirements for Graduation Enhancement (Dropout Prevention)/Juvenile Justice Programs as well as the information for data reporting requirements requested by the School Board and State and Federal agencies.
4. Staff and the School Board staff will review the students' past educational records from the Department of Juvenile Justice (DJJ) commitment files from detention assignment, or any previous school.
5. Conduct, within ten (10) calendar days upon entry, the Basic achievement Skills Inventory (BASI) or and any appropriate academic assessments which provide proficiency levels in Reading, Mathematics, Language Arts. Vocational assessments administered at program entry and exit, which are selected by the Department of Education in partnership with representatives from the Department of Juvenile Justice, school districts and providers. All assessment information will be placed in the student educational files. The School Board will be responsible for ensuring the completion of the assessment process.
6. Maintain a student educational file which, at a minimum, contains the students permanent record card, which contains the student's legal name, date of birth, race, sex, date of entry, home address, name of parent or legal guardian, native language, immunization status, state testing information, and name of last school attended (including DJJ programs).
7. Provide students when appropriate, access to Florida Virtual School courses. The teachers and the principal shall work with AMI KIDS PASCO staff to provide secure, supervised access to the Internet for students who qualify to enroll in virtual school courses.
8. Develop an Individualized Academic Plan (IAPs) for all non-ESE students based upon each student's entry assessments and past records within 15 school days of the student's entry into the program. The academic plans will address but are not limited to reading, writing, and mathematics and will be used by all instructional staff regardless of the content area they are teaching. AMI KIDS PASCO staff will also develop an electronic personalized education planner (ePEP) for all middle school students based on

District School Board
of Pasco County

JUN 15 2010

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AND APPROVED:

Kelly 6/7/10

individual aspirations and goals for postsecondary education and possible careers. The School Board's support staff including the Guidance Counselor, Math Resource Teacher, ESOL Resource Teacher, and ESE Specialist will assist as needed with the implementation of the plans.

9. Monitor student progress in Reading through the Progress Monitoring and Reporting Network (PMRN) using progress monitoring assessments (FAIR) identified in the Pasco County School District Comprehensive Reading Plan. If needed, the School Board's support staff including the Guidance Counselor, Math Resource Teacher, ESOL Resource Teacher, and ESE Specialist will assist as needed with the implementation of the plan.
10. Obtain current IEPs with the assistance of the ESE Specialist or initiate the development of IEPs for students assigned to ESE programs within 11 days of the student's entry into the program. Written academic plans and IEPs will be placed in the student's educational file.
11. Document student progress through work products, personal observations, continuing assessments, grade books, report cards, progress reports and/or work folders. Where feasible, AMI KIDS PASCO staff will involve parents in efforts to improve the educational achievement of their children.
12. Provide a program of education, training, and related services to the referred students. The instructional calendar will provide a minimum of 240 days of instruction for students. It shall be staffed by qualified personnel as defined in FAC 6A-6.05281, 6A-4.003, 6A-1.0502 and 6A-4.004. Three (3) Florida certified or certificate eligible teachers shall be responsible for the academic instruction and the supervision of elective instructional activities and must certify mastery of student performance objectives and Sunshine State Standards of courses for credit toward a standard high school diploma. The teachers will also be responsible for District reports and for communication with the student's home school.
13. Notify the Pasco County School Board a minimum of thirty days prior to the awarding of contracts for construction or renovations that would effect the educational programs.
14. Work cooperatively with the School Board to implement any "no contact" orders entered by the court that apply to their students.
15. Review and document academic plans as part of treatment team meetings.
16. Be responsible for exit staffings and transition meetings. They will develop an age-appropriate exit plan for each student that identifies, at a minimum, desired diploma option, continuing education needs and goals, anticipated educational placement, after care provider, and job/career or vocational training plans.
17. Place in the students DJJ commitment file or DJJ discharge packet or transfer file prior the student's exit the following: a copy of the student's exit file, a current copy of the student's exit plan, a current permanent record card (which the Juvenile Justice Specialist will provide), a current IEP and/or academic plan, all assessment data including state and district-wide assessment results, academic post-testing, length of

District School Board
of Pasco County

JUN 15 2010

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Koby 6/7/10

participation in the program (including entry and exit dates), and copies of certificates earned at the program.

18. Have the AMI KIDS PASCO teaching staff to develop a curriculum that is based on the district's *Student Progression Plan*, the *Florida Course Code Directory and Instructional Personnel Assignments (2010-2011)*, and the course descriptions of the courses the students are taking. The courses will be consistent with the Florida's New Generation Sunshine State Standards.
19. Have the AMI KIDS PASCO teaching staff to provide an educational program, which includes lesson plans, materials, and activities that reflect cultural diversity. In addition, teachers will use a variety of teaching strategies including the use of classroom technology to ensure students meet high academic achievement standards.
20. Implement an educational program, which includes a minimum of 300 minutes per day (or its weekly equivalent) of instruction.
21. Not dismiss, withdraw or transfer any student unless academic interventions are performed and such results demonstrate the student placement at AMI KIDS PASCO is not meeting the student academic and behavior needs. These results will be shared with the District's Graduation Enhancement Supervisor or designee prior student dismissal for collaboration and future student placement. The AMI KIDS PASCO shall notify the School Board within 10 school days prior to any student transfer, transition and student placement purposes.
22. Have the teaching staff develop a curriculum that will include but not be limited to appropriate academic courses which lead to high school graduation, employability skills, career awareness, character development and law education, health and life skills, vocational offerings, and social skills that are appropriate to the student's needs.
23. Develop classroom management procedures that are equitable and apply appropriate behavior, classroom management strategies, maintain instructional momentum, promote positive student self-esteem, empowers students to become independent learners, and ensure that they remain on task.
24. Provide the School Board with copies of the teaching certificates of all teaching staff to ensure they are highly qualified to teach their subject areas and other pertinent information needed to assist with the recertification process.
25. Have and use professional development plans or annual teacher evaluations to foster professional growth.
26. Develop a School Improvement Plan in cooperation with the School Board administrators that addresses student outcomes and performance. The SIP will include AMI KIDS PASCO budget, training, instructional materials, technology, staffing, and student support services. Portions of the SIP may be included in the Marchman Technical Education Center 's SIP.

Dayton School Board
of Pasco County

JUN 15 2010

Board Approver

27. Develop written educational policies and procedures that address the current quality assurance standards, accurately reflect the roles and responsibilities of all educational personnel (including district personnel who work on a consultant basis).

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AND APPROVED:

KD 6/7/10

28. Provide the School Board will provide an annual school calendar that includes a minimum of 240 instructional days and all state and district-wide testing dates. The School Board will coordinate all state and district-wide testing required by Sections 1008.22, 1008.25, 1003.23, and 1003.438, Florida Statutes for all AMI KIDS PASCO students.
29. To be involved in the School Board's breakfast and lunch program. AMI KIDS PASCO will provide transportation of breakfasts and lunches from a satellite school.
30. Provide weekly attendance records for each student along with the monthly invoice for payment.
31. AMI KIDS PASCO agrees to participate to the extent necessary in the review of placement process guaranteed parents or guardians of a student under FS 1003.52.
32. Not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with State and Federal regulations except on written consent of the recipient or his parent or guardian where authorized by law.
33. Agree in writing that it complies with the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1974 and Section 504 of the Rehabilitation Act of 1973 and will at all times comply with local or state standards for health and safety of students.
34. Be liable, and agrees to be liable for, and shall indemnify, defend and hold the School 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 this agreement, and shall secure and maintain in force liability insurance to provide such indemnification.
35. Provide classroom space, furniture and equipment for the teachers and students participating in the school program.
36. Provide adequate and appropriate educational materials and supplies for the students in the program.
37. Notify the School Board in writing within a minimum of sixty days prior to any change that would impact the future of the education program.

Other Provisions:

The staff of the School Board will be permitted to review the program provided by AMI KIDS PASCO and confer with its staff at reasonable times. Further, the School Board and AMI KIDS PASCO agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this contract.

Exiting students, over the age of 16, whose pre-test scores qualify them, may take the GED exam, prior to exiting the program. However, they must have written approval from their parents/guardians AMI KIDS PASCO is responsible for students GED testing fees.

istrict School Board
of Pasco County

JUN 15 2010

Board Approved

CONTRACT REVIEWED
AND APPROVED:

Ruby 6/7/10

The AMI KIDS PASCO agrees to provide transportation to and from the AMI KIDS PASCO for its enrolled students. The AMI KIDS PASCO will receive 85% basic Bus FTE funding for the operation of their transportation system. The amount of funding will be in compliance with the guidelines set forth by the Department of Education and the school district's Transportation Department.

The AMI KIDS PASCO shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. The AMI KIDS PASCO shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract. Also, all the funds, services, materials, property, etc. inclusive in this Contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.

In the event that the instructional staff and AMI KIDS PASCO personnel are unable to agree upon a function not specified in this agreement, the Executive Director of AMI KIDS PASCO and the Supervisor of Graduation Enhancement Program 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 Director of Curriculum and Instruction and the Executive Director of AMI KIDS PASCO.

To the extent authorized by Florida law, the parties indemnify and hold harmless each other and/or all of its officers, employees, or agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss, damage, attorney's fees, court costs or expenses of any kind, which each party, its officers, employees or agents, may incur arising from the negligence of the other party during the performance of any provision of this agreement or from the activities of The Board and AMI KIDS PASCO, Pasco personnel, students, faculty, as aforesaid under the provisions of the agreement.

The School Board will be responsible for providing AMI KIDS PASCO with the four FTE surveys for their review.

CERTIFICATION FOR EMPLOYEE/EMPLOYMENT BACKGROUND

AMI KIDS PASCO will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statute, by certifying that all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. Background screenings must be completed through the District School Board of Pasco County, Human Resources Department.

AMI KIDS PASCO will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to AMI KIDS PASCO and its employees.

AMI KIDS PASCO will provide a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements.

District School Board
of Pasco County

JUN 15 2010

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AND APPROVED:

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AMI KIDS PASCO will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added.

AMI KIDS PASCO will notify the District School Board of Pasco County within 48 hours in the event that any employee who AMI KIDS PASCO has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense.

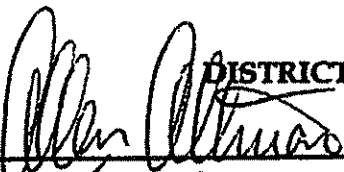
The parties agree that in the event that AMI KIDS PASCO fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District School Board of Pasco County to terminate immediately, with no further responsibility to make payment or perform any other duties under this contract. AMI KIDS PASCO agrees to indemnify and hold harmless the District School Board of Pasco County, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from AMI KIDS PASCO's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

AMI KIDS PASCO assures the District School Board of Pasco County, Florida, that it does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age in the operation of its business or provision of services.

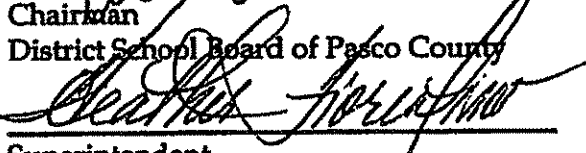
Neither party shall assign this agreement; however, the parties may modify it in writing in mutual agreement.

This agreement is a three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period of July 1, 2010 through June 30, 2011. This agreement and subsequent renewals will be subject to final approval by the School Board.

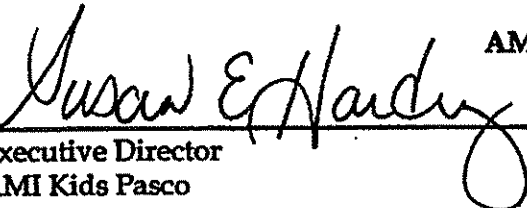
DISTRICT SCHOOL BOARD OF PASCO COUNTY


Chairman
District School Board of Pasco County

6-15-10
Date Signed

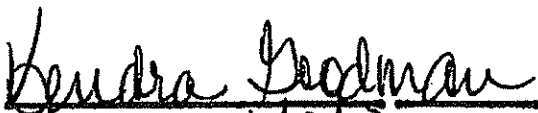

Superintendent
District School Board of Pasco County

6-15-10
Date Signed


Executive Director
AMI Kids Pasco

AMI KIDS PASCO

5/14/2010
Date Signed


Signature 6/17/10 Date
Kendra Goodman, Purchasing Agent
District School Board of Pasco County

District School Board
of Pasco County
JUN 15 2010
Board Approved

**DISTRICT SCHOOL BOARD OF PASCO COUNTY
PURCHASING DEPARTMENT
20430 GATOR LANE LAND O' LAKES, FL 34638
PHONE: 813.794.2221 FAX: 813.794.2111**

PURCHASE ORDER NUMBER 10002729 PAGE 1 OF 2

INVOICE IN TRIPLICATE
INCLUDING THIS PURCHASE ORDER NUMBER TO:
District School Board of Pasco County
Accounts Payable
7227 Land O Lakes Blvd
Land O Lakes FL 34638
Telephone 813/794-2290

A TAXPAYER IDENTIFICATION NUMBER CERTIFICATION FORM WITH THE VENDOR'S CURRENT EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE ON FILE WITH THE PURCHASING DEPARTMENT OR THE PAYMENT WILL NOT BE ISSUED.

Reasonable cost changes may be permitted, provided they are not on a blanket purchase order, bid, quote or contracted item, but must not exceed 5% of the total order without prior approval in writing from the Purchasing Department. We reserve the right to retain any and all shipped merchandise and to deny payment for any charges that are contrary to an awarded contract of this or another governmental agency, or that are beyond the aforementioned 5%.

VENDOR
PACE CENTER FOR GIRLS INC
5462 GRAND BOULEVARD
NEW PORT RICHEY FL 32202

SHIP TO F.O.B. DESTINATION
Supervisor - Title I
7227 Land O' Lakes Boulevard
Land O'Lakes FL 34638

DATE PRINTED	ORDERED BY/DEPARTMENT	CLASS ITEM NO.	FEDERAL EMPLOYER ID NO.	SALES TAX EXEMPTION NO.
08/27/10	Ramon Suarez, Supervisor, CIS	96100	59-6000792	85-8013921275C-1

SEQ	DESCRIPTION	PCSB ITEM	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
001	<p>PACE Center for Girls, Inc. Pasco will receive 85% of all earned Full-Time Equivalency (FTE) generated funds. The estimate for this school year is \$223,318.00. The funds are used to support the teachers, staff and other operational costs. PACE Center for Girls, Inc. Pasco shall bill the Pasco County School Board at the end of each month. ESTIMATED MONTHLY PAYMENT: \$18,609.83. Effective Dates:7/1/10-6/30/11 Board Approved:June 15, 2010 Signed by Heather Fiorentino, Superintendent and Allen Altman, Chairman, Pasco County School Board. Amount estimated by the sum based upon 85% of the actual FULL-time Equivalency (FTE) generated from the FEFP by each student and shall be billed by PACE Center for Girls, Inc., Pasco to the Pasco County School Board as per cooperative agreement effective July 1, 2010 through</p>		1	EACH	223,318.0000	223,318.00

INFORMATION ON REVERSE
1 - VENDOR COPY

Kendra Dredman
PURCHASING AGENT/SI

DISTRICT SCHOOL BOARD OF PASCO COUNTY
PURCHASING DEPARTMENT
 20430 GATOR LANE LAND O' LAKES, FL 34638
 PHONE: 813.794.2221 FAX: 813.794.2111

PURCHASE ORDER NUMBER
 10002729

INVOICE IN TRIPLICATE
 INCLUDING THIS PURCHASE ORDER NUMBER TO:
 District School Board of Pasco County
 Accounts Payable
 7227 Land O Lakes Blvd
 Land O Lakes FL 34638
 Telephone 813/794-2290

A TAXPAYER IDENTIFICATION NUMBER CERTIFICATION FORM WITH THE VENDOR'S CURRENT EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE ON FILE WITH THE PURCHASING DEPARTMENT OR THE PAYMENT WILL NOT BE ISSUED.

Reasonable cost changes may be permitted, provided they are not on a blanket purchase order, bid, quote or contracted item, but must not exceed 5% of the total order without prior approval in writing from the Purchasing Department. We reserve the right to retain any and all shipped merchandise and to deny payment for any charges that are contrary to an awarded contract of this or another governmental agency, or that are beyond the aforementioned 5%.

VENDOR
 PACE CENTER FOR GIRLS INC
 5462 GRAND BOULEVARD
 NEW PORT RICHEY FL 32202

SHIP TO F.O.B. DESTINATION
 Supervisor - Title I
 7227 Land O' Lakes Boulevard
 Land O'Lakes FL 34638

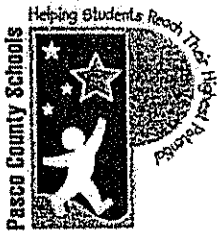
DATE PRINTED	ORDERED BY/DEPARTMENT	CLASS ITEM NO.	FEDERAL EMPLOYER ID NO.	SALES TAX EXEMPTION NO.
08/27/10	Ramon Suarez, Supervisor, CIS	96100	59-6000792	85-8013921275C-1

SEQ	DESCRIPTION	PCSB ITEM	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	June 30, 2010. PURCHASE ORDER FOR PAYMENT PURPOSES ONLY					
	* * * ITEM TOTAL * * *					223,318.00
	PASCO SCHOOL BOARD USE ONLY					
	110.5242.7251.0310.5000.0000					223,318.00
	* * ACCT TOTAL * *					223,318.00
	REQ NBR: 9227 10052 VNDR NBR: V0000030008					

INFORMATION ON REVERSE

1 - VENDOR COPY

Kendra Brodman
 PURCHASING AGENT/S/



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Curriculum and Instructional Services

Ramon Suarez, Supervisor

813/794-2209 Fax: 813/794-2152

727/774-2209 TDD: 813/794-2484

352/524-2209 email: rsuarez@pasco.k12.fl.us

June 22, 2010

Ms. Grace Dimm
Executive Director
PACE Center for Girls Pasco
5462 Grand Boulevard
New Port Richey, FL 34652

Re: Agreement between District School Board of Pasco County and PACE Center for
Girls Pasco

Dear Grace:

We are pleased to enclosed a copy of the above referenced agreement, which was approved at the June 15, 2010 School Board meeting and signed by the Chairman and Superintendent, for your records.

Thank you for all your hard work and we look forward to continue working with you.

Sincerely,

Ramon Suarez, Supervisor

RS/jld

received
6/17/10 ep

COMPLETED

AGREEMENT

between

DISTRICT SCHOOL BOARD OF PASCO COUNTY

and

PACE CENTER FOR GIRLS - PASCO

This agreement, dated June 3, 2010 is by and between the District School Board of Pasco County, Florida, hereinafter referred to as "The School Board" and PACE Center for Girls - Pasco, 5462 Grand Boulevard, New Port Richey, Florida 34652, 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 a comprehensive education and therapeutic prevention and intervention services to troubled adolescent girls eligible for this program by State Board of Education Rule 6A-6.05281 FAC and Florida Statute 1003.52; and,

Whereas, The School Board has the authority as provided by FS 1003.01(12) and State Board of Education Rule A-1.994 to engage in a contractual relationship with non-profit corporations which have been formed for the purpose of providing a cooperative educational service to the District; and

Whereas, the School 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 in this agreement desire a maximum degree of cooperation and administrative planning in order to provide an effective program of educational services for students placed in this program by eligibility under Florida Statute 1003.52.

IT IS AGREED for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term of this contract shall be three (3) school years, and will be renewable on a yearly basis by mutual agreement.
2. The School Board shall pay PACE 85% of the FEFP funds generated by eligible students enrolled at PACE for both the regular and appropriate summer sessions. FEFP funds will be determined by using the Department of Education's DJJ funding worksheet for the applicable school year. The formula to follow shall be as follows:

FTE x program cost factor x base student allocation x district cost differential factor = FEFP dollars, including ESE Guaranteed Allocation and DJJ Supplemental Allocation. Distribution of funds will be consistent with district procedures and policies.

District School Board
of Pasco County

JUN 15 2010

Board Approved

CONTRACT REVIEW
AND APPROVED:

K. J. [Signature]

3. Payments will be made monthly beginning in July. The monthly amount will be annualized FTE for the program as follows:
 - A. Proportionately, amounts for the months of July through May will be based on the projected FTE to the fiscal year.
 - B. The last payment shall be adjusted so that the total monthly distributions do not exceed the total Agreement amount as set forth in Item 2 on this Agreement.
4. In addition to the 85% of the FEFP funds generated by eligible students enrolled at PACE, the School Board will provide regularly scheduled ESE consultant and related services, MIS Data Entry/Juvenile Justice Specialist services, Student Transition Services, Academic Guidance Services, and English for Speakers of Other Language (ESOL) services as needed. These services will be covered up to 100% of FEFP funds.

Responsibilities of the School Board

To fulfill the terms of this agreement, The School Board agrees to:

1. Provide one (1) MIS Data Entry/Juvenile Justice Specialist to assist PACE with student records and educational files that will include a current Pasco County registration form, a current copy of the student's cumulative transcript which includes the courses in which the student is currently enrolled and the student's total credits attempted and earned at previous schools, including juvenile justice programs. When the most current records are not present, the MIS Data Entry/Juvenile Justice Specialist will make and document (with dates) requests for student educational records, transcripts, and ESE records, including IEPs, within five school days of the student's entry into the PACE program. The MIS Data Entry/Juvenile Justice Specialist will make and document (with dates) follow-up requests for records not received through the use of F.A.S.T.E.R., the districts' information system, or by calling and/or faxing detention centers, school districts, and probation officers.
2. Provide training to PACE staff in regards to the *Student Progression Plan*. PACE staff will advise students in regards to their abilities and aptitudes, educational and occupational opportunities, personal and social adjustments, diploma options (including the benefits and limitations of pursuing a General Education Development (GED) diploma, and post secondary options). The School Board's Guidance Counselor will assist with this process as needed.
3. Assist PACE teaching staff in applying for recertification with the state of Florida.
4. Provide textbooks and supplemental instructional materials as needed.
5. Provide inservice training in classroom management and will permit PACE staff to participate in all other school board inservice trainings when appropriate.
6. Permitted PACE to borrow media materials from the District Media Center via the courier service.

District School Board
of Pasco County

JUN 15 2010

Board Approved

CONTRACT REVIEWED
AND APPROVED:

RJG 6/7/10

Responsibilities of PACE Center for Girls -Pasco

To fulfill the terms of this agreement, the PACE agrees to:

1. Adopt, as part of its governing policies, State Department of Education and School Board policies and procedures relating to Dropout Prevention Juvenile Justice Programs.
2. Serve a maximum of 42 female students between the ages of 12 and 18. The students must meet the criteria for placement as DJJ students or Graduation Enhancement (Dropout Prevention) students.
3. Maintain student records in accordance with State requirements for Graduation Enhancement (Dropout Prevention)/Juvenile Justice Programs as well as the information for data reporting requirements requested by the School Board and State and Federal agencies.
4. Review students' past educational records from the Department of Juvenile Justice (DJJ) commitment files from detention assignment, or any previous school.
5. Conduct, within ten (10) calendar days upon entry, the Basic achievement Skills Inventory (BASi) or and any appropriate academic assessments which provide proficiency levels in Reading, Mathematics, Language Arts. Vocational assessments administered at program entry and exit, which are selected by the Department of Education in partnership with representatives from the Department of Juvenile Justice, school districts and providers. All assessment information will be placed in the student educational files. The School Board will be responsible for ensuring the completion of the assessment process.
6. Maintain a student educational file which, at a minimum, contains the student's permanent record card, which contains the student's legal name, date of birth, race, sex, date of entry, home address, name of parent or legal guardian, native language, immunization status, state testing information, and name of last school attended (including DJJ programs).
7. Provide students, when appropriate, access to Florida Virtual School, course recovery for middle school students and/or access for high school credit recovery. The teachers and the principal shall work with PACE staff to provide secure, supervised access to the Internet for students who qualify to enroll in virtual school courses.
8. Develop an Individualized Academic Plan (IAPs) for all non-ESE students based upon each student's entry assessments and past records within 15 school days of the student's entry into the program. The academic plans will address but are not limited to reading, writing, and mathematics and will be used by all instructional staff regardless of the content area they are teaching. PACE staff will also develop an electronic personalized education planner (ePEP) for all middle school students based on individual aspirations and goals for postsecondary education and possible careers. The School Board's support staff including the Guidance Counselor, Math Resource Teacher, ESOL

District School Board
of Pasco County

JUN 15 2010

Board Approved

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KJX 6/7/10

Resource Teacher, and ESE Specialist will assist as needed with the implementation of the plans.

9. Monitor student progress in Reading through the Progress Monitoring and Reporting Network (PMRN) using progress monitoring assessments (FAIR) identified in the Pasco County School District Comprehensive Reading Plan. If needed, the School Board's support staff including the Guidance Counselor, Math Resource Teacher, ESOL Resource Teacher, and ESE Specialist will assist as needed with the implementation of the plan.
10. Obtain current IEPs with the assistance of the ESE Specialist or initiate the development of IEPs for students assigned to ESE programs within 11 days of the student's entry into the program. Written academic plans and IEPs will be placed in the student's educational file.
11. Document student progress through work products, personal observations, continuing assessments, grade books, report cards, progress reports and/or work folders. Where feasible, PACE staff will involve parents in efforts to improve the educational achievement of their children.
12. Provide a program of education, training, and related services to the referred students. The instructional calendar will provide a minimum of 230 days of instruction for students. It shall be staffed by qualified personnel as defined in FAC 6A-6.05281, 6A-4.003, 6A-1.0502 and 6A-4.004. Three (3) Florida certified or certificate eligible teachers shall be responsible for the academic instruction and the supervision of elective instructional activities and must certify mastery of student performance objectives and Sunshine State Standards of courses for credit toward a standard high school diploma. The teachers will also be responsible for District reports and for communication with the student's home school.
13. Work cooperatively with the School Board to implement any "no contact" orders entered by the court that apply to their students.
14. Review and document academic plans as part of treatment team meetings.
15. Be responsible for exit staffings and transition meetings. They will develop an age-appropriate exit plan for each student that identifies, at a minimum, desired diploma option, continuing education needs and goals, anticipated educational placement, after care provider, and job/career or vocational training plans.
16. Place in the students DJJ commitment file or DJJ discharge packet or transfer file prior the student's exit the following: a copy of the student's exit file, a current copy of the student's exit plan, a current permanent record card (which the Juvenile Justice Specialist will provide), a current IEP and/or academic plan, all assessment data including state and district-wide assessment results, academic post-testing, length of participation in the program (including entry and exit dates), and copies of certificates earned at the program.

District School Board
of Pasco County

JUN 15 2010

Board Approved

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17. Develop a curriculum that is based on the district's *Student Progression Plan*, the *Florida Course Code Directory and Instructional Personnel Assignments (2010-2011)*, and the course descriptions of the courses the students are taking. The courses will be consistent with Florida's New Generation Sunshine State Standards.
18. Provide an educational program, which includes lesson plans, materials, and activities that reflect cultural diversity. In addition, teachers will use a variety of teaching strategies including the use of classroom technology to ensure students meet high academic achievement standards.
19. Implement an educational program, which includes a minimum of 300 minutes per day (or its weekly equivalent) of instruction.
20. Not dismiss, withdraw or transfer any student unless academic interventions are performed and such results demonstrate the student placement at PACE is not meeting the student's academic needs. These results will be shared with the District's Graduation Enhancement Supervisor or designee prior to student dismissal for collaboration and future student placement. PACE shall notify the School Board within 10 school days prior to any student transfer for appropriate student transition placement.
21. Develop a curriculum that will include but not be limited to appropriate academic courses which lead to high school graduation, employability skills, career awareness, character development and law education, health and life skills, vocational offerings, and social skills that are appropriate to the student's needs.
22. Develop classroom management procedures that are equitable and apply appropriate behavior, classroom management strategies, maintain instructional momentum, promote positive student self-esteem, empowers students to become independent learners, and ensure that they remain on task.
23. Provide the School Board with copies of the teaching certificates of all teaching staff to ensure they are highly qualified to teach their subject areas and other pertinent information needed to assist with the recertification process.
24. Have and use professional development plans or annual teacher evaluations to foster professional growth.
25. Develop a School Improvement Plan in cooperation with the School Board administrators that addresses student outcomes and performance. The SIP will include PACE budget, training, instructional materials, technology, staffing, and student support services. Portions of the SIP may be included in the Marchman Technical Education Center's SIP.
26. Develop written educational policies and procedures that address the current quality assurance standards, accurately reflect the roles and responsibilities of all educational personnel (including district personnel who work on a consultant basis).

District School Board
of Pasco County

JUN 15 2010

Board Approved

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Rog 6/7/10

27. Provide the School Board will provide an annual school calendar that includes a minimum of 230 instructional days and all state and district-wide testing dates. The School Board will coordinate all state and district-wide testing required by Sections 1008.22, 1008.25, 1003.23, and 1003.438, Florida Statutes for all PACE students.
28. Provide students with the opportunity to be involved in the School Board's breakfast and lunch program. PACE will provide transportation of breakfasts and lunches from a satellite school.
29. Provide weekly attendance records for each student along with the monthly invoice for payment.
30. Participate to the extent necessary in the review of placement process guaranteed parents or guardians of a student under FS 1003.52.
31. Agree not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with State and Federal regulations except on written consent of the recipient or his parent or guardian where authorized by law.
32. Comply with the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1974 and Section 504 of the Rehabilitation Act of 1973 and will at all times comply with local or state standards for health and safety of students.
33. Be liable for, and shall indemnify, defend and hold the School 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 this agreement, and shall secure and maintain in force liability insurance to provide such indemnification.
34. Provide classroom space, furniture and equipment for the teachers and students participating in the school program.
35. Provide adequate and appropriate educational materials and supplies for the students in the program.
36. Notify the Pasco County School Board a minimum of 30 days prior to the awarding of contracts for construction or renovations that would effect the educational programs.
37. Notify the School Board in writing within a minimum of 60 days prior to any change that would impact the future of the education program.

District School Board
of Pasco County

JUN 15 2010

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Other Provisions:

The staff of the School Board will be permitted to review the program provided by PACE and confer with its staff at reasonable times. Further, the School Board and PACE agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this contract. Exiting students, over the age of 16, whose pre-test scores qualify them, may take the GED exam, prior to exiting the program. However, they must have written approval from their parents/guardians.

PACE shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. PACE shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract. Also, all the funds, services, materials, property, etc. inclusive in this Contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.

In the event that the instructional staff and PACE personnel are unable to agree upon a function not specified in this agreement, the Executive Director of PACE and the Supervisor of Dropout Prevention Programs 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 Director of Curriculum and Instruction and the Executive Director of PACE .

To the extent authorized by Florida law, the parties indemnify and hold harmless each other and/or all of it's officers, employees, or agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss, damage, attorney's fees, court costs or expenses of any kind, which each party, it's officers, employees or agents, may incur arising from the negligence of the other party during the performance of any provision of this agreement or from the activities of The Board and PACE Center for Girls - Pasco personnel, students, faculty, as aforesaid under the provisions of the agreement.

The School Board will be responsible for providing PACE with the four FTE surveys for their review.

CERTIFICATION FOR EMPLOYEE/EMPLOYMENT BACKGROUND

PACE will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. Background screenings must be completed through the District School Board of Pasco County, Human Resources Department.

PACE will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to PACE and its employees. PACE will provide a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. PACE will update these lists

District School Board
of Pasco County

JUN 15 2010

Board Approved

CONTRACT REVIEW
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in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added.

PACE will notify the District School Board of Pasco County within 48 hours in the event that any employee who PACE has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense.


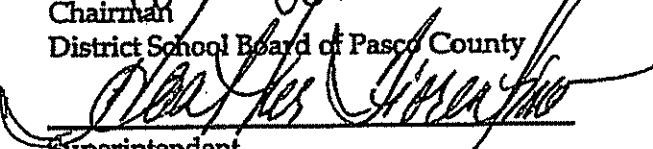
The parties agree that in the event that PACE fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District School Board of Pasco County to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. PACE agrees to indemnify and hold harmless the District School Board of Pasco County, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from PACE failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

PACE assures the District School Board of Pasco County, Florida, that it does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age in the operation of its business or provision of services.


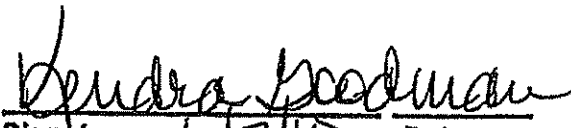
Neither party shall assign this agreement; however, the parties may modify it in writing in mutual agreement.

This agreement is a three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period of July 1, 2010 through June 30, 2011. This agreement and subsequent renewals will be subject to final approval by the School Board.

DISTRICT SCHOOL BOARD OF PASCO COUNTY

 _____ Chairman District School Board of Pasco County	6-15-10 _____ Date Signed
 _____ Superintendent District School Board of Pasco County	6-15-10 _____ Date Signed

PACE CENTER FOR GIRLS - PASCO

 _____ Executive Director PACE Center for Girls - Pasco	6/2/2010 _____ Date Signed District School Board of Pasco County JUN 15 2010 Board Approved
 _____ Signature 6/7/10 Date Kendra Goodman, Purchasing Agent District School Board of Pasco County	