

CONTRACT BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND
PACE CENTER FOR GIRLS - CLAY

This contract by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter referred to as "SCHOOL BOARD," and PACE CENTER FOR GIRLS - CLAY, hereinafter referred to as "PACE."

Whereas, PACE is a non-profit, non-residential agency contracted by the Department of Juvenile Justice (DJJ) to provide comprehensive education and therapeutic prevention and intervention services to troubled adolescent girls eligible for this program by State Board of Education Rule 6A-1.994 and Florida Statute 1003.52; and,

Whereas, the SCHOOL BOARD has the authority as provided by FS 1003.52 and the 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 I003.52.

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

I. This contract shall become effective on January 1, 2015 and shall remain in effect for a period of one (1) year. This contract shall automatically renew for successive periods of one (1) year unless either party is notified by the other sixty (60) days ahead of the contract expiration date of their intention to terminate the contract at the end of the contract or extension period.

II. The Florida Department of Education provides a detailed calculation worksheet for DJJ programs (see <http://www.fldoe.org/fefp/djjinst.asp>). The Board agrees to pay the PACE Center ninety-five percent (95%) of the Full Time Equivalent (FTE) revenue generated through the Florida Education Finance Program (FEFP) funds and 100% of instructional materials categorical funds as identified in the worksheet and earned by eligible students enrolled in PACE. The FEFP funding components shall include only the following components: Base Student Allocation, ESE Guaranteed Allocation, DJJ Supplemental Allocation, discretionary Local Effort dollars for operation and transportation dollars.

1. The SCHOOL BOARD will reimburse PACE for transportation costs through FTE revenue generated through transportation categorical funds. PACE agrees to provide all documentation requested in order to secure these funds.
2. PACE shall, for each survey, furnish The Board with detailed accurate attendance records for each student enrolled in PACE. These records shall indicate the dates of each

student's attendance and the dates of each student's absences with the signature of the certifying teacher.

3. PACE agrees to provide the School District's Non-Traditional Programs office with quarterly financial reports that include detailed information related to the expenditures of funds provided by the SCHOOL BOARD.
4. PACE shall provide a program of education, training, and related services to the referred students.
5. PACE will at all times provide sufficiently trained and qualified professional staff for the proper instruction and supervision of students in the PACE program. Professional staff must be certificated or eligible to meet the certification requirements as required by Chapter 1012, Florida Statutes, DOE State Board Rule, and No Child Left Behind legislation. PACE will not employ or engage any person who has been terminated or non-renewed for poor performance by the SCHOOL BOARD. PACE will also not employ or engage any person who has resigned from his or her employment by the SCHOOL BOARD in lieu of disciplinary action with respect to child welfare or safety, or has been dismissed for just cause. The qualifications of PACE's employees and independent contractors shall be released to the School District and to parents as required by Federal and Florida Statutes, PACE agrees to follow School District policies and procedures when hiring both short-term and long-term substitutes.
6. Fingerprinting and criminal background checks as outlined in Florida Statute 1012.32 will be conducted on prospective employees prior to final hiring action. All PACE employees will be required to complete a criminal history document provided by the School District, and PACE will comply with all School District procedures related to background checks.
7. PACE will ensure all teachers are Florida certified and highly qualified teachers that shall be responsible for the supervision of instructional activities and must certify mastery of student performance objectives of courses for credit toward a standard high school diploma. The teachers will also be responsible for district reports and for communication with the student's home school. Space permitting, the SCHOOL BOARD will provide access to the Alternative Certification Program (ACP), as well as all staff development opportunities offered to district teachers.
8. PACE will ensure that a minimum of one certified and highly qualified Exceptional Student Education (ESE) teacher will be available to provide resource services to ESE students through the collaborative model. The SCHOOL BOARD will continue to provide support and oversight of the delivery of ESE services and compliance with all state and federal statutes related to ESE.

Highly qualified PACE staff will obtain current Individual Education Plans or initiate the development of IEP's for students assigned to ESE programs within 10 days of the student's entry into the program. The School District will provide regularly scheduled ESE consultant services, English for Speakers of Other Language (ESOL) services, as needed, and assist PACE in seeking mental and physical health services, as needed. The PACE Center shall provide time and space for School District psychologists to conduct psychological and educational testing for any student currently identified as an exceptional student education (ESE) student and any student referred for ESE placement.

9. Other services provided by the SCHOOL BOARD include State and District assessments, computer generated report cards, treatment team participation, Student Information System (Focus), Individual Education Plans/Evaluations, and other district generated forms for services.

10. PACE shall maintain and provide the School District with academic performance data for the students enrolled in PACE's program as requested by the School District in connection with its compliance with Florida Laws, Chapter No. 2014-30 (commonly known as House Bill 313 of the 2014 legislative session). PACE will have its administrative and instructional personnel comply with the School District's criteria for professional development which are implemented in connection with the School District's compliance with Florida Laws, Chapter No. 2014-30.
11. PACE shall maintain student records in accordance with State requirements for Dropout Prevention/Juvenile Justice Programs, as well as the information for data reporting requirements requested by the SCHOOL BOARD and State and Federal agencies.
12. PACE may provide students food services through the School Board food services program. Student breakfast and lunch will be provided through the Free and Reduced Lunch Program via a public school within close proximity to PACE Clay. PACE will transport the meals. PACE reserves the right to select an independent food service vendor to provide meals for the Free and Reduced Lunch Program.
13. PACE shall provide monthly attendance records for each student along with the monthly invoice for payment. This will reflect procedures developed by the School District for FTE collection. PACE agrees to participate to the extent necessary in the review of placement processes guaranteed to parents or guardians of a student under FS 1003.52 (5).
14. PACE agrees 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/guardian where authorized by law.
15. PACE agrees in writing that it complies with the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1974, the Individuals with Disabilities Education Act, and Section 504 of the rehabilitation Act of 1973 and will at all times comply with local and state standards for health and safety of students.
16. The staff of the SCHOOL BOARD shall be permitted to review the program and other performance reports for PACE and confer with its staff at reasonable times. Results of these reviews will be considered in the determination of contract renewals.
17. 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.
18. PACE and the SCHOOL BOARD agree to coordinate the preparation and planning for student movement in and between programs, involving educational, site, and re-entry staff, in addition to appropriate significant others and program or agency representatives.
19. PACE will adhere to the same suspension/change of placement guidelines that are in place for the SCHOOL BOARD.
20. PACE shall ensure that transition plans contain academic re-entry goals, career and employment goals, and the recommended next educational placement for the student. Personnel will include the School District or provider personnel who are responsible for guidance services, assessment,

registration, and instruction. Personnel from outside agencies or programs will be included where appropriate.

21. PACE shall prepare and the SCHOOL BOARD may review the educational exit portfolio, which is to include items in the student's DJJ discharge packet. These items shall include: a copy of the student's exit plan; current permanent record information; a School District withdrawal form that includes grades in progress for the program; a current IEP and/or IAP; all entry and exit assessment data on reading, writing, and math; length of participation in the program (entry and exit dates); and copies of certificate/diplomas earned at the program.
22. PACE and the SCHOOL BOARD shall have access to DJJ commitment files for the purpose of planning the exit/transition plan for the student.
23. PACE agrees to provide and the SCHOOL BOARD shall review the provider's past performance through mock Quality Assurance reports and other appropriate indicators. Reviews will include contracts with DJJ for the care and custody of youth in commitment programs, financial statements to document monetary stability, and documentation of experience in providing high quality educational experiences.
24. PACE shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold SCHOOL BOARD harmless from all claims, suits, judgments or damages, including court costs, expenses, and attorney fees, arising out of or in the course of it, provision of the services called for in this contract; and shall execute and maintain in force liability insurance to provide such indemnification amount sufficient to cover the waiver of sovereign indemnity in Florida Statute 768.28.
25. PACE shall adopt State Department of Education and SCHOOL BOARD policies and procedures relating to Dropout Prevention Juvenile Justice Programs.
26. PACE agrees to provide a 250-day instructional calendar, twenty (20) of which may be used for in-service training and planning in day treatment programs, PACE will enroll students for a minimum of 300 minutes daily (6A-6.05281) or for an average of 1500 minutes weekly (H8267) in courses listed in The Florida Course Code Directory and Instructional Personnel Assignments and in accordance with The Board approved Student Progression Plan. Course descriptions should match program instruction and should be documented in the teacher planning book.
27. The provider requested and the reduction in student contact days. Instruction will occur for a minimum of 1500 minutes per week.
28. PACE agrees to provide classroom space, furniture, and equipment for the teachers and students participating in the school program.
29. PACE agrees to provide adequate and appropriate educational materials and supplies for the students in the program.
30. Internet Access & Protection. PACE and CCSB mutually agree and understand that in order to provide personalized educational services, access to online, web-based, teaching, learning and assessment resources is critical. PACE shall provide educationally appropriate internet access for use by students, teachers and school administrators at the school campus as required to meet the noted educational needs while complying with the tenets and

requirements of the CIPA (Child Internet Protection Act.) CCSB shall assist PACE to determine the appropriate bandwidth requirements for such use as determined by CCSB Board Policy, the Florida Department of Education, other regulatory or advisory PACE providing such recommendations. CCSB agrees to provide reasonable technical and process assistance to PACE in establishing said network services. While providing said services, PACE assumes responsibility for the proper functioning and configuration of all networking equipment to provide additional web page filtering and content blocking as necessary or recommend changes to PACE's network configuration.

31. Pursuant to Section 119.0701, Florida Statutes, any party contracting with the School Board is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the School Board would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in that party's possession upon termination of its contract with the School Board and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

32. Should an FTE funding adjustment be assessed by the SCHOOL BOARD because of noncompliance by PACE, the SCHOOL BOARD will deduct such amount from any future payments from the time of the assessment.

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THE SCHOOL BOARD OF CLAY COUNTY.
FLORIDA

PACE CENTER FOR GIRLS CLAY COUNTY

Carol Studdard
School Board Chair

Executive Director

Charlie Van Zant, Jr.
Superintendent of Schools

Witness

Date

Date