

AGREEMENT
between
HERNANDO COUNTY SCHOOL BOARD, FLORIDA
and
PACE CENTER FOR GIRLS, INC.
For 2026-2027 School Year

This contract by and between The Hernando County School Board, hereinafter referred to as "SCHOOL BOARD," whose address is 919 North Broad Street, Brooksville, FL 34601, and PACE CENTER FOR GIRLS, Hernando County, hereinafter referred to as "PACE," whose address is 3139 Dumont Ave, Spring Hill, FL 34609, collectively referred to as "Parties."

WITNESSETH:

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 Florida Statute 1003.52; and,

Whereas, the SCHOOL BOARD has the authority as provided by Chapter 1001 and 1003, Florida Statutes, to engage in a contractual relationship with nonprofit corporations which have been formed for 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 to provide an effective program of educational services for students placed in this program by eligibility under 1003.52, Florida Statutes.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** The term of this contract shall be for the period beginning July 1, 2025, and terminating June 30, 2026. The contract will be reviewed annually. This contract may be modified or amended only with the written consent of the parties consistent with all state and federal statutes, rules, and regulations. Either party may terminate this Contract upon thirty (30) days written notice to the other party.
2. **Compensation.** The School Board agrees to pay PACE 95% of the weighted Full Time Equivalent (FEFP) revenue generated through the Florida Education Finance Program (FEFP) funds for eligible students enrolled at PACE. FEFP funds will be determined by using the Department of Education's DJJ funding worksheet for the applicable school year. The formula shall be as follows:

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FTE x program cost factor x base student a/location x district cost differential factor= FEFP dollars, including ESE Guaranteed A/location and DJJ Supplemental Allocation. The FTE is based on the DOE's re-calibration of FTE. The distribution of funds will be consistent with the School Board procedures and policies. The FEFP funding components shall include the following components: Base Student Allocation, ESE Guaranteed A/location, DJJ supplemental Allocation, and Discretionary Local efforts.

2.3. **Administration.** PACE will serve a maximum of fifty (50) girls, aged 11-17, during this contract period. The SCHOOL BOARD will lease PACE access to five (5) portables at JD Floyd Elementary School (in attached identified area) for its use in conducting its program. The lease shall be a payment of **twelve thousand- six hundred dollars (\$12,600.00)** which will be utilized to defray operational costs and to update and repair the five portables. PACE shall not erect thereon any equipment or structure unless pre-approved by the Hernando County School District Facilities **Operations and Construction** Department in writing. The parties acknowledge and agree that these portables are to be used on a temporary basis from July 1, 2025~~6~~, through June 30, 2027~~6~~, unless both parties agree in writing to an extension of this agreement. If the District's obligation to student capacity requirements for educational programs requires additional space, the portables must return to use for JD Floyd students. The District shall notify PACE of the facility need as soon as known in writing. PACE will have sixty (~~60~~) days from the date the District sends the notification to vacate the portables and to return the portables to the condition they were in prior to PACE's usage.

RESPONSIBILITIES of the SCHOOL BOARD:

1. Provide PACE staff a designated individual to contact for the purpose of accessing student educational data, records, grading system, and parent communication tools afforded to Hernando County School District teachers and administrators.
2. Provide PACE a designated school district contact on matters pertaining to Exceptional Student Education (ESE), 504 Plan, English for Speakers of Other Language ("ESOL") and agreement discussions.
3. Provide PACE a designated school district contact to consult with regarding entering schedules and attendance into School District database.
4. Provide PACE designated school district contact for Guidance services to consult with regarding enrollment transitions to and from PACE school or other post PACE placements and for course/credit recovery, scheduling, graduation requirements, etc., as needed.
5. Provide testing materials as required by Florida Statute 1008 and allow PACE staff responsible for test administration to attend District training sessions for administering the tests.
6. Provide training and access to school district educational, student, and record keeping systems.

7. Provide timely testing by SCHOOL BOARD psychologists for PACE students who may be ESE eligible.
8. Provide PACE a designated school district contact to assist in identifying girls to receive PACE services and to approve of final PACE placement.
9. The Florida Department of Education provides a detailed calculation worksheet for DJJ programs. (~~see <http://www.fdoe.org/finance/fl-edu-finance-program-fefp/departement-of-juvenile-justice-revenue.shtml>~~). The SCHOOL BOARD agrees to pay PACE revenue earned through the Florida Education Finance Program as a result of weighted Full Time Equivalency (FTE) counts of eligible students taught by PACE during the period of this contract. Payments will be made monthly during the months of July, August, September, October, November, December, January, February, March, April, May and June on the basis of a 230-day student calendar year. The June payment will be adjusted to reflect payment for the actual number of FTE counted during July, October, February, and June. In the event of a state holdback or a pro-ration which reduces the SCHOOL BOARD'S funding, PACE's monthly funding will be reduced proportionately.

~~10.~~ Education Accountability for DJJ Programs- Board and PACE agree to participate in the Education Accountability for DJJ Programs, Rule 6A-1.099812, F.A.C., which establishes a performance rating system for DJJ education programs that measure performance on twelve (12) components. Ratings are based solely upon data submitted to FDOE. The Board shall grant the user access for PACE local and National Office designees to verify and correct data in all systems used to submit PACE data to FDOE regarding FTE and DJJ accountability reporting. Board designees shall work with Provider designee(s) assigned by its National Office to verify that all data, including student-enrollment data, program entry and exit dates, and any other data needed to calculate a DJJ accountability rating, is accurate and reported timely to the FDOE. The Board staff will work with PACE to correct any errors or omissions in the data reported. Whereas sections 1003.52 and 985.619, F.S., requires juvenile detention, prevention, and day treatment programs be evaluated as alternative school under the school improvement ratings model, and that the evaluation of juvenile justice residential programs be conducted under an accountability model developed by the DJJ for the Florida Scholars Academy. Ratings are based solely upon data submitted to FDOE. To support compliance with this rule, the SCHOOL BOARD shall grant access to specific student data files for user access for PACE National Office designees to enter, retrieve and verify such data in system(s) used to submit PACE data to FDOE regarding FTE and DJJ accountability reporting. A school district designee shall work with a PACE designee(s) assigned by its National Office to verify that all such data, including student-enrollment data, accurate and reported timely to the FDOE. PACE shall comply with all applicable provisions and requirements of the Family Educational Rights and Privacy Act (FERPA) and shall provide to the SCHOOL BOARD verification of such compliance upon request.

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~~11.10.~~
RESPONSIBILITIES of PACE:

1. PACE shall provide a program of education, training, and related services to the referred students. 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 certified or eligible to meet the certification requirements as required by Chapter 1012, Florida Statutes, FDOE State Board Rule, and as defined in F.A.C. 6A-4.003, 6A-1.0502, and 6A-4.004. 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 qualification of PACE's employees and independent contractors shall be released to the SCHOOL BOARD and to parents as required by Federal and Florida Statutes. PACE agrees to follow SCHOOL BOARD policies and procedures when hiring both short-term and long-term substitutes. PACE will ensure that all library materials and classroom materials are age appropriate, do not contain objectionable material, and compliant with Florida Statute(s). All curricula must be Florida Department of Education approved.
2. PACE will follow the Hernando County School District Student Code of Conduct and the Policy and Procedural Manual.
3. PACE shall ensure Florida certified teachers are responsible for the supervision of Instructional activities and student performance objectives of courses for credit toward a standard high school diploma, or when warranted, a General Education Diploma (GED).
4. If a student has expressed intent to terminate school enrollment, PACE will notify the student of the option of enrolling in a program for a GED.
5. PACE shall 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 support/facilitation model. The SCHOOL BOARD will continue to provide support and oversight of the delivery of ESE services as well as drafting Individual Education Plans ("IEP's"), Speech Language, ESOL and other services as needed and in compliance with all state and federal statutes ~~related to ESE~~.
6. PACE shall make efforts to recruit and identify students who have dropped out of school and determine their eligibly and appropriateness for reentry into the PACE program.
7. PACE agrees to provide the SCHOOL BOARD with quarterly financial reports that include detailed information related to the expenditures of funds provided by the SCHOOL BOARD. These reports will be submitted according to the following timeline: July - September Quarter - Due October 30; October - December Quarter - Due January 30; January - March Quarter - Due April 30; April - June Quarter - Due July 30.

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8. PACE will notify the SCHOOL BOARD within 48 business hours if an employee who PACE has certified as completing the background check and meeting the statutory standards is convicted of any disqualifying offense under Florida Statute section 1012.315.
9. PACE will obtain a student's current IEP prior to the student's entry into the program. The SCHOOL BOARD will provide regularly scheduled ESE consultant services, ESOL available resources, as needed, at no cost to PACE. PACE will comply with all IEP/ESOL requirements.
10. PACE will provide regular and special education services to students in accordance with the student's IPMPs or IEP as governed by Florida laws and IDEA.
11. PACE shall appoint a person/persons responsible for administering all assessments, inform the SCHOOL BOARD of the person/persons in charge of administering assessments and ensure they have been trained to administer and as appropriate score the test instrument.
12. PACE shall enter all appropriate student data into the Hernando County School District's student information system.
13. 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 prescribed by the SCHOOL BOARD and State and Federal agencies, and shall follow Florida Department of Education and SCHOOL BOARD policies and procedures relating to Dropout Prevention Juvenile Justice Programs. PACE will abide by Florida Administrative Code 6A-6.05281; Educational Programs for Students in Department of Juvenile Justice Detention, Prevention, Residential or Day Treatment Programs. At PACE's discretion, PACE students shall have the opportunity to be involved in the Hernando County School District, or other qualified providers' breakfast and lunch program. PACE shall provide transportation of breakfasts and lunches from a satellite school or other provider as necessary. If PACE chooses to contract with the Hernando County School District for meals, a separate agreement will be required. All terms of those separate agreements are subject to separate and distinct negotiations, renewal, and expiration.
14. PACE will be responsible for any and all transportation of students. The Hernando County School District will not provide transportation for any students of PACE.
15. PACE shall 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 with local or state standards for health and safety of students.
16. PACE agrees not to disclose any information concerning a recipient of services under this contract for any purpose not in conformity with State and Federal regulations except with written consent of the recipient or his parent/guardian where authorized by law.

17. The designee 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.
18. PACE shall prepare for the SCHOOL BOARD designee's review the educational exit portfolio, which is to include items in the student's DJJ discharge packet. These items shall include:
 - a. a copy of the student's exit plan: continuing education needs and goals, anticipated next educational placement and job/career or vocational training plans, and diploma option;
 - b. current permanent record information that includes results of any state and district-wide assessment, current cumulative total of credits attempted and earned, including those credits earned prior to commencement;
 - c. a school district withdrawal form that includes grades in progress for the program;
 - d. a current IEP and/or PMP (spell out plan);
 - e. all entry and exit assessment data on reading, writing, and math;
 - f. length of participation in the program (entry and exit dates);
 - g. copies of certificate/diplomas earned at the program.
19. PACE will develop an individual transition plan cooperatively with the student, his/her parents, school district and/or contracted providers' personnel, probation officer, personnel from the student's home school district and Department of Juvenile Justice (DJJ) program staff. The transition plan must address:
 - a. Academic re-entry goals;
 - b. Career and employment goals; and
 - c. Recommended educational placement.
20. To develop exit portfolios for each student prior to exit from a commitment program. DJJ shall provide the following information as required by statutes:
 - a. Transition plan
 - b. Results of district and statewide assessments;
 - c. Academic improvement plan (AIP), 504 plan, and/or individual educational plan (IEP) for exceptional students;
 - d. Academic record or transcript; and
 - e. Work and/or project samples.

PACE and DJJ will provide an opportunity for parents or guardians to participate to the extent necessary in the review of placement process.

21. PACE agrees to provide a 250 - day instructional calendar, or the equivalent expressed in hours as specified by the State Board of Education, of which twenty (20) days, or its hourly equivalent, may be used for in-service training and planning in day treatment programs according to PACE's academic calendar.
22. PACE is responsible for custodial tasks and cleaning of the portables. PACE agrees that in the event of loss or damages to the SCHOOL BOARD's equipment, materials, or facilities due to PACE'S use, PACE will repair said damage or will replace the damaged item with

a like kind item, if available, at its own expense. In the event said like-kind item is not available, PACE will provide the Board without expense to the Board an item of equal quality to replace that which was damaged or lost. All payment or replacement arrangements are subject to approval by the Superintendent.

23. PACE agrees that regarding any incidents requiring law enforcement, it is the responsibility of PACE to contact the Hernando County Sheriff's Office for support.

24. Use of District Facilities:

- a. PACE shall not use, and no event or activity shall be scheduled or conducted in, any District facility in a manner that interferes with: (a) regular school activities or operations; (b) adult education programs; or (c) community school programs. The District may cancel, suspend, or reschedule any community use to avoid or remedy interference with the foregoing.
- b. The District does not assume, and expressly disclaims, any additional liability arising out of PACE's use or occupancy of District facilities. PACE's use is at PACE's sole risk, and PACE shall be solely responsible for the safety and supervision of its participants, invitees, agents, and employees. Nothing in this provision waives any immunity, limitation of liability, or other protection available to the District under applicable law.
- c. As a condition of use, PACE shall maintain, at its sole cost and expense, commercial general liability insurance on an occurrence basis with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, covering bodily injury, personal injury, property damage, and contractual liability arising from PACE's activities. The policy shall: (a) name the District, its Board, officers, employees, and agents as additional insureds; (b) designate the District as certificate holder; (c) be primary and noncontributory with any insurance maintained by the District; and (d) include a waiver of subrogation in favor of the District. PACE shall provide certificates of insurance and additional insured endorsements acceptable to the District at least thirty (30) days prior to the requested use date and shall maintain such coverage throughout the term of use. Failure to provide such insurance, or loss of such insurance, allows the Board the election to immediately terminate this agreement.
- d. PACE shall submit written requests for facility use to the District Director of Facilities and Construction with sufficient detail regarding the proposed activity, dates, times, facilities requested, anticipated attendance, and any special needs or equipment. Requests must be submitted sufficiently in advance to allow adequate time for the Director of Facilities and Construction to consider and approve or deny them, which in no event shall be less than 30 business days prior to the proposed use. Approval may be granted, conditioned, or denied in the District's discretion, consistent with District policies and applicable law.

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- e. The District is authorized to implement and administer a fee schedule for facility use, including deposit, rental, staffing, and equipment charges, and to adjust such fees from time to time. Fees may be waived or modified only as set forth in the District's fee schedule or as otherwise governed by a written agreement approved by the Board.
- f. PACE shall comply with all applicable laws, regulations, District policies, and the Board Procedures for Use of Facilities, as amended from time to time, which are incorporated herein by reference. PACE shall also comply with all reasonable requests and directions of District's site designee regarding facility use, security, supervision, access, and protection of District property.
- g. To the fullest extent permitted by law, PACE shall defend, indemnify, and hold harmless the District, its Board, officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to PACE's use or occupancy of District facilities, except to the extent caused by the sole negligence or willful misconduct of the District.
- h. District educational programs and operations have priority over all community uses. The District may revoke or modify any approval, or cancel or reschedule any use, without liability to PACE, when necessary to protect the educational program, preserve the necessary purpose of the property, address safety or security concerns, respond to emergencies, or comply with law or Board direction. In such event, prepaid fees shall be handled in accordance with the District's fee schedule or any applicable Board-approved agreement.
- i. PACE accepts the facilities "as is, where is." PACE shall keep the facilities clean and safe, refrain from misuse or waste, and promptly restore any damage caused by PACE or its participants to the satisfaction of the District. Failure to do so may result in repair charges, additional fees, denial of future use, or other remedies available under this Agreement.
- j. Upon expiration of the Agreement, PACE shall restore the facilities to their original condition at the time of the execution of this Agreement. If PACE fails to do so, PACE shall be responsible for the cost of any repairs necessary to return the facilities to their original condition. Should PACE fail to repair damage to the District facilities and restore to the facilities to their original state within thirty (30) days of the District's notification to PACE, the District may elect to repair the facilities, and the entire cost of which shall be borne by PACE. PACE's reimbursement to the District shall be due within thirty (30) days of the District's written invoice.

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SCHOOL BOARD and PACE Mutually Agree:

1. To abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this contract.

2. 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.
3. To maintain access to DJJ commitment files for planning transitional services and progress monitoring in accordance with 6A-6.05281(5), F.A.C.
4. To develop a mutually agreed upon school improvement plan (SIP), as required by statute. Educational Administrators work cooperatively with the staff of the Board, program instructional personnel, student, and parents, to create a written SIP. The SIP must be specific to the program.
5. Internet Access & Protection. PACE and the SCHOOL BOARD mutually agree and understand that 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).
6. Both parties acknowledge that consumers of public behavioral health services are entitled to additional confidentiality protections awarded under the State of Florida rules, laws and regulations. Furthermore, consumers of services, including prevention, substance abuse, and mental health treatment services, will comply with confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.
7. If either party becomes aware of a material breach or any violation of its obligation to protect confidentiality and security of consumer's protected behavioral health information, then that party must immediately take reasonable steps to cure the breach or end the violation, and must report the breach or violation to the other party's designee. The alleged breach or violation will be investigated, and an appropriate sanction issued. Each party reserves the right to terminate this Agreement if it determines the other party has violated a material of the agreement.
8. The Board and PACE agree to submit any dispute, with the exception of an immediate termination for failure to maintain insurance coverage required under this Agreement, to the Department of Education for mediation. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on issues of equitable treatment of the School as a public school, whether provisions of the Contract violate the intended flexibility granted contract schools by statute, or any other matter except the termination or nonrenewal of the contract. The administrative law judge shall award the prevailing party reasonable attorneys' fees and costs.

FORMAL AGREEMENTS:

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In compliance with PL 114-95, Section 1423, the School Board Agrees to meet all the requirements of PL 114-95, Section 1423:

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1. Where feasible, ensure that educational programs in the Providers school facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under part B of the Individuals with Disabilities Education Act;

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2. If the child or youth is identified as in need of special education services while in the day treatment program, notify the local school of the child or youth of such need;

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3. Where feasible, provide transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;

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4. Provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the day treatment program has been completed or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;

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5. Work to ensure that the school facility is staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;

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6. Ensure that educational programs in that educational programs in the juvenile justice facilities are related to assisting students to meet the challenging State academic standards;

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7. To the extent possible, use technology to assist in coordinating educational programs between the school facility and the community school;

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8. Where feasible, involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;

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9. Coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under title I of Public Law 105-220, and vocational and technical education funds;

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10. Coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and

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11. If appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth;

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12. Upon the child's or youth's entry into the juvenile justice facility, work with the child's or youth's family members and the local educational agency that most recently provided

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services to the child or youth (if applicable) to ensure that any relevant and appropriate academic records and plans not provided to probation staff during the commitment staffing process regarding the continuation of educational services for such child or youth are shared jointly between the juvenile justice facility and local educational agency in order to facilitate the transition of such children and youth between the local educational agency and the juvenile justice facility; and

13. Upon discharge from a juvenile justice facility, ensure consultation occurs between the local educational agency and the juvenile justice facility for a period jointly determined necessary to coordinate educational services so as to minimize disruption to the child's or youth's achievement.

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TERMS and CONDITIONS:

1. If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.
2. This agreement may be modified subject to revenue shortfall, which reduces district funding. This modification shall be proportionate to the Board's reduction.
3. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.)

~~4. The Board and State of Florida requires all providers/subcontracts to comply with the Jessica Lunsford Act (JLA) as described in section 1012.465. Providers, individuals, or entities under contract with the Board required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the Board for any claims made against the Board related to the failure to comply with Section 1012.465 and Section 1012.32, F.S.~~

4. The Board and State of Florida requires all Providers/subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Providers, individuals, or entities under contract with the Board required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the Board for any claims made against the Board related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes.

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5. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions of Chapter 218, Florida Statutes.

6. The Agreement is to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court
7. The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties. It is expressly acknowledged that the School District does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.
8. PACE agrees to indemnify, defend and hold harmless the School Board, its elected and appoint officials, employees, and agents from and against all claims, suits, judgements, liability, or damages, including court costs, expenses, and attorney fees through and including appeals, arising out of or during the provision of the services called for in the agreement. PACE's indemnification obligations shall not extend to any acts or omissions of the School Board or any employee of the School Board. PACE shall execute and maintain in force liability insurance to provide such indemnification amount of at least one million dollars per occurrence and ~~threectwo million dollars~~~~million dollars~~ in excess coverage and such insurance will name The Board, Board Members and School District Employees as additional insureds. To the extent PACE will maintain and furnish workers compensation insurance, a certificate of insurance will be furnished within ~~thirty (30) business~~ ~~thirty (30) business~~ days from the execution of this agreement. Failure to provide ~~or maintain~~ such insurance allows the Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. PACE will immediately give the School Board written notice of all claims asserted against PACE and the School Board will have the right but not the obligation to participate in any defense.
9. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.
10. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.
11. The parties acknowledge and agree that the School District, a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in Section 768.28 Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

12. PACE will be held to the same standards of conduct as employees of the Hernando School District while conducting business with the Board. These standards, as defined in School Board Policies, will apply not only to employees of the PACE, but also to the employees of its sub-contractors. If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.
13. The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such an act of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.
14. PACE agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. PACE further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age, or marital status.
15. This agreement is subject to the requirement by Executive Order 12549, Department and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.
16. Termination for Cause. The SCHOOL BOARD reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that PACE has failed to comply with the conditions of the agreement. The SCHOOL BOARD shall promptly notify PACE in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to PACE or recoveries by SCHOOL BOARD under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, Florida Statutes.
17. Termination for Convenience. Termination of this contract in whole or in part may be made by SCHOOL BOARD at any time with 30 days' prior notice to PACE.
18. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the SCHOOL BOARD is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law

shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent PACE provides School Board any information which it believes is confidential or exempt, PACE shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that PACE has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), F.S., PACE agrees to use reasonable measures to maintain the confidentiality of such information.

19. The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 Florida Statutes. et. seq. and Section 119.01 Florida Statutes. et. seq. PACE hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and PACE will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. PACE must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:
 - a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
 - b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
 - 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and
 - d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the

School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

CUSTODIAN OF PUBLIC RECORDS: IF PACE HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

919 NORTH BROAD STREET
BROOKSVILLE, FLORIDA, 34601
ELLERMAN_A@HCSB.K12.FL.US OR (352) 797-7009.

20. Notwithstanding any other provisions of law or statutory interpretation, failure of PACE to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.
21. If PACE receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to PACE's delivery of its services to the School Board, the Department of Juvenile Justice and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. PACE agrees to comply with the Student Online Personal Information Protection Act, section 1006.1494, Florida Statutes. Furthermore, PACE agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested, PACE shall comply with the FERPA regulations.
22. In accordance with Hernando County School Board Policy and Procedures, no contract for providing supplies, equipment or services shall be affected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.
23. Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by PACE will in no way be a cause for relief from responsibility. PACE shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. PACE must not be in violation of any zoning or other ordinances in the performance of this contract.

24. All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.
25. When purchasing directly from a supplier the Hernando County School District, Florida, is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.
26. All vendors, providers and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).
27. PACE confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that PACE knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by PACE.
28. Possession of firearms will not be tolerated on provider's property or any Hernando County School District property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of PACE, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by PACE. If a sub-contractor fails to terminate said employee or independent contractor, PACE shall terminate its agreement with the sub-contractor. If PACE fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub- contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the Hernando County School Board. "Firearm" has the meaning given in Subsection 790.001(6) Florida Statutes.
29. Employment on PACE's property by PACE, or any of its subcontractor, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, PACE agrees to take all steps necessary to remove such person the project and the property. The Board shall have the right to terminate this agreement if PACE does not comply with this provision.
30. Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by [Provider's PACE's](#) employees or independent contractors or its sub-contractors' employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District

property, said employee or independent contractor shall be removed and terminated from the project by PACE. If a sub-contractor fails to terminate said employee or independent contractor, PACE shall terminate its agreement with the sub-contractor. If PACE fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the Board.

31. Employment Eligibility Verification ("E-VERIFY"): By entering into a contract with the Board (a public employer in Florida) to provide goods or services in exchange for salary, wages or other remuneration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at <https://e-verify.uscis.gov/emp> to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.
32. PACE agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.
33. If the PACE receives access to an individual's personal identifying information as a result of this agreement, PACE agrees to provide the School Board with an affidavit signed by an officer or representative of the PACE under penalty of perjury attesting that the PACE does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.
34. Notice: When any of the parties desire to give notice to the other, such notice must be in writing, sent by United State Postal Service certified mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provision of the paragraph. For the present, the parties designate the following addresses for giving notice:

Hernando County School Board
Office of Superintendent
Attn: Superintendent of Schools
919 North Broad Street
Brooksville, FL 34601

Hernando County School Board
Attn: Board Chair
919 North Broad Street
Brooksville, FL 34601

Copies to:

Office of Legal Services

Attn: School Board Attorney & General Counsel
919 North Broad Street
Brooksville, FL 34601

PACE CENTER FOR GIRLS
3139 Dumont Ave
Spring Hill, FL 34609

35. This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.
36. Neither party shall individually assign this agreement; however, the parties may modify it in writing or attach an addendum, if changes are mutually agreed upon and signed by persons of authority in both organizations.

SIGNATURES TO FOLLOW

HERNANDO COUNTY SCHOOL BOARD

Date:

~~Shannon Rodriguez, Board Chair~~

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Date:

Ray Pinder, Superintendent

PACE CENTER FOR GIRLS, INC.

Date:

Authorized Representative

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