

AGREEMENT
between
HERNANDO COUNTY SCHOOL DISTRICT, FLORIDA
and
PACE CENTER FOR GIRLS, INC.

This contract by and between The Hernando County School District, hereinafter referred to as "SCHOOL DISTRICT," and PACE CENTER FOR GIRLS, Hernando County, 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 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 DISTRICT has the authority as provided by FS 1003.01 (12) 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 providing a cooperative educational service to the district; and,

Whereas, the SCHOOL DISTRICT 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 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 the period beginning July 1, 2023, and terminating June 30, 2024. **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. Each party agrees to indemnify, defend and hold each party harmless from and against all **claims, suits, judgements, or damages, including court costs and attorney fees through and including appeals, arising out of or during the provision of the services called for in the agreement, except that the School Board does not waive any rights or protections under sovereign immunity, and does not agree to extend liability in such cases beyond the limitations set forth in Section §768.28, Florida Statutes, as it now exists or as it may be amended.. PACE 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.**

3. 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:

FTE x program cost factor x base student a/location x district cost differential factor= FEFP dollars, including ESE Guaranteed Allocation 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 A/location, ESE Guaranteed Allocation, DJJ Supplemental Allocation, SAi and Discretionary Local efforts.

4. PACE will serve a maximum of fifty (50) girls, aged 11-17, during this contract period.
5. The District 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 \$12,000 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 **Facilities Operations Department. The parties acknowledge that the agreement is that these** portables are to be used on a temporary basis from July 1, 2023 through June 30, 2024 unless both parties agree to an extension of this agreement.

It must be understood that 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 to vacate and return the portables as received.

RESPONSIBILITIES OF THE SCHOOL DISTRICT:

1. **Provide PACE staff a contact person for the purpose of accessing student educational data, records, grading system, parent communication tools afforded to Hernando County teachers and administrators.**
2. **Provide PACE a school district contact person on matters pertaining to ESE, 504, ESOL and agreement discussions.**
3. **Provide PACE with a school district contact person to consult with regarding entering schedules and attendance into School District database.**
4. **Provide a 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 DISTRICT psychologists for PACE students who may be ESE eligible.

8. **Provide PACE a contact person 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.fldoe.org/finance/fl-edu-finance-program-fefp/departments-of-juvenile-justice-revenue.shtml>).

The SCHOOL DISTRICT 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-Whereas Rule 6A-1.099812, F.A.C., establishes a **performance rating system for DJJ education programs that measures performance on twelve (12) components. 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.**

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 certificated or eligible to meet the certification requirements as required by Chapter 1012, Florida Statutes, FDOE State Board Rule. PACE will not employ or engage any person who has been terminated or non-renewed for poor performance by the SCHOOL DISTRICT. PACE will also not employ or engage any person who has resigned from his or her employment by the SCHOOL DISTRICT 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 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.**

2. **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 GED.**
3. 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 IEPs, Speech Language, ESOL and other services as needed in compliance with all state and federal statutes related to ESE.
4. PACE shall make efforts to recruit and identify students who have dropped out of school and determine their eligibility and appropriateness for reentry into the PACE program.
5. PACE agrees to provide the School District 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.
6. PACE will notify the SCHOOL DISTRICT within 48 business hours if an employee who PACE has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense.
7. PACE will obtain current Individual Education Plans 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) available resources, as needed, at no cost to PACE. PACE will comply with all IEP/ESOL requirements.
8. PACE shall appoint a person/persons responsible for administering all assessments, inform the District of the person/persons in charge of administering assessments and ensure they have been trained to administer and as appropriate score the test instrument.
9. PACE shall enter all appropriate student data into the District's SIS.
10. 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, and shall follow Florida Department of Education and SCHOOL DISTRICT policies and procedures relating to Dropout Prevention/Juvenile Justice Programs. Follow Florida Administrative Code 6A- 6.05281; Educational Programs for Students in Department of Juvenile Justice Detention, Prevention, Residential or Day Treatment Programs.
11. At PACE's discretion, PACE students shall have the opportunity to be involved in the 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.

12. 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.
13. 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.
14. The designee of the SCHOOL DISTRICT 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.
15. PACE shall prepare for the SCHOOL DISTRICT designee's 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 PMP; 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.
16. 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.
17. PACE is responsible for custodial task and cleaning of the portables.
18. 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.
19. 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.

RESPONSIBILITY OF BOTH THE SCHOOL DISTRICT AND PACE:

1. 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.

2. **Shall have access to DJJ commitment files for planning transitional services and progress** monitoring in accordance with 6A-6.05281(5) of Florida Code.
3. Internet Access & Protection. PACE and the SCHOOL DISTRICT 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).
4. Agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this contract.

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.

HERNANDO COUNTY SCHOOL DISTRICT

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Gus Guadagnino, Board Chair

Date:

PACE CENTER FOR GIRLS, INC.

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Theresa Giles

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Thresa Giles, CFM, MBA
Chief Financial/Business Operations Officer

Date: 6/19/2023