

| ~~2013-2014~~2014-2015 CONTRACT FOR EDUCATIONAL SERVICES
BETWEEN

The School BOARD of Santa Rosa County

AND

G4S Youth Services, LLC

THE SCHOOL BOARD OF SANTA ROSA, FLORIDA, hereinafter referred to as the
“BOARD”,

AND

G4S Youth Services, LLC
6302 Benjamin Road
Tampa, FL 33634

hereinafter referred to as the “PROVIDER” enter into this annual contractual agreement.

WHEREAS, the BOARD must fulfill its constitutional obligation to educate children of compulsory school age; and

WHEREAS, the BOARD has determined that some children need alternative settings and /or instructional strategies to achieve their educational goals; and

WHEREAS, the PROVIDER is designated by the BOARD as an approved deliverer of educational services to the youth enrolled in or remanded to its program; and

WHEREAS, the PROVIDER accepts, as clients, children who are residents of the STATE OF FLORIDA and who are now enrolled in, or have been remanded to a Department of Juvenile Justice program by appropriate juvenile authorities; and

WHEREAS, the PROVIDER agrees to incorporate BOARD identified educational components as part of its program; and

WHEREAS, the PROVIDER operates the school, Milton Youth Academy, located in Department of Juvenile Justice, Santa Rosa Substance Treatment Center located at 5770 East Milton Road, Milton, Florida, 32583 and

WHEREAS, the BOARD has determined that the PROVIDER meets the requirements listed in Rule 6A-6.05281 (9), FAC.

NOW, THEREFORE, in consideration of the mutual covenants embodied herein, and other valuable considerations, the parties to this contract mutually agree as follows:

I. TERMS OF THE AGREEMENT

1. TERM - This Agreement shall be in effect from ~~October 24, 2013~~ July 1, 2014 through ~~June 30, 2014~~ June 30, 2015.
2. DISPUTE RESOLUTION – In the event the BOARD and PROVIDER disagree on the administration enforcement or interpretation of any provision included in this agreement, the parties shall comply with the provisions of Florida Statute, Chapter 682 relating to arbitration and the following specific methods of dispute resolution will be utilized to resolve the dispute.
 - A. The BOARD will select an arbitrator to be paid at its expense
 - B. The PROVIDER will select an arbitrator to be paid at its expense
 - C. The BOARD’S arbitrator and the PROVIDER’S arbitrator will select a third arbitrator whose will be shared equally by the BOARD and the PROVIDER
 - D. The panel of arbitrators will convene a hearing during which both the BOARD and PROVIDER may present their arguments.
 - E. The panel of arbitrators will render a majority decision will be final and binding.
3. ATTORNEY’S FEES – In the event either party to this agreement is required to employ the services of an attorney for the purpose of enforcement of the contract provisions and in any action resulting there from, including arbitration, the pre-vailing party shall be entitled to recover reasonable attorney’s fees and costs, both at trial and appellate level.

4 VENUE

Venue for any enforcement, interpretation or other action regarding the contractual obligations and rights of the parties under this agreement shall be in Martin County, Florida.

5. TERMINATION CLAUSE – Either party reserves the right to cancel the AGREEMENT, for any reason, upon notifying the other party by United States Postal Service certified mail, return receipt requested. Termination of the AGREEMENT shall be effective thirty (30) calendar days from the date notice was received. After receipt of notice of termination and except as otherwise directed by the BOARD, the PROVIDER shall: (A) stop work as specified in the notice of termination; (B) place no further orders or subcontracts for equipment, materials or services, except as may be necessary for completion of the work under contract that is not terminated; (C) terminate all orders and subcontracts to the extent they relate to the performance of work terminated by the notice of termination; (D) complete performance of such part of the work as shall not have been terminated by the notice of termination; and (E) take any action that may be necessary, or as the BOARD may direct, for the protec-

tion and preservation of the property related to this contract which is in possession of the PROVIDER and in which the BOARD has or may acquire an interest. Upon termination of the AGREEMENT, the PROVIDER shall provide a final equipment inventory report and a final financial report.

6. **INDEMNIFICATION AND INSURANCE:** The PROVIDER shall indemnify and hold the BOARD harmless from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by the PROVIDER, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed by this Agreement. The PROVIDER shall maintain, throughout the term of this Agreement and any renewals, general liability insurance in an amount of not less than \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate covering its activities pursuant to this Agreement. The policy shall be obtained from a liability insurance carrier rated A or higher, under a policy approved for use in the State of Florida. The PROVIDER shall provide the BOARD with a Certificate of Insurance naming it as an additional insured under the PROVIDER'S policy and entitling it to thirty days notice of cancellation of such policy. The BOARD shall not take any action that would result in cancellation of coverage for the PROVIDER under such policy.

7. **AUTHORITY** – Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this agreement.

8. **NON-DISCRIMINATION** – The parties shall not discriminate against any employee or participant in this program because of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, or disability.

9. **AMENDMENT** – This Agreement may be modified or amended only by mutual written consent of the parties hereto.

II. PROGRAM REQUIREMENTS

1. **RULES, REGULATIONS AND POLICIES** - The PROVIDER agrees to comply with applicable Federal and State Statutes, Federal Regulations, STATE BOARD OF EDUCATION rules and BOARD policies relating to, but not limited to youth services, dropout prevention programs, exceptional student services and other appropriate educationally related services.

2. In addition to other contract requirements provided by law, the contractor shall comply with public records laws, specifically to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency

3. TITLE I COMPLIANCE – In compliance with PL 107-110, Section 1423, the PROVIDER shall agree to meet all the requirements of PL 107-110, Section 1425, as follows:

- A. Where feasible, we will ensure that educational programs in the correctional 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;
- B. If the child or youth is identified as in need of special education services while in the correctional facility, we will notify the local school of the child or youth of such need;
- C. Where feasible, we will 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;
- D. We will provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the correctional facility 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;
- E. We will work to ensure that the correctional 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;
- F. We will ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
- G. To the extent possible, we will use technology to assist in coordinating educational programs between the correctional facility and the community school;

- H. Where feasible, we will involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;
 - I. We will 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;
 - J. We will 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
 - K. If appropriate, we will work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.
- 4. ESE SERVICES – The PROVIDER agrees to provide students ESE services in accordance with their IEP's (Individual Educational Plans) within 11 days of entering the facility and provide certified ESE teachers to deliver these services.
 - 5. 504 SERVICES – The PROVIDER agrees to comply fully with Section 504 of the Rehabilitation Act of 1973. Students will be provided appropriate accommodations according to their current 504 Plan.
 - 6. ELL (ENGLISH LANGUAGE LEARNER) SERVICES – The PROVIDER agrees to provide ELL student's instruction through English for Speakers of Other Languages (ESOL) endorsed teachers in accordance with their current LEP plan and applicable laws and regulations
 - 7. ELL (ENGLISH LANGUAGE LEARNER) SERVICES – The PROVIDER agrees to provide ELL student's instruction through English for Speakers of Other Languages (ESOL) endorsed teachers in accordance with their current LEP plan and applicable laws and regulations
 - 8. EDUCATIONAL PERSONNEL – A contract manager will be employed at the BOARD's expense to monitor the requirements of the contract. The PROVIDER'S education director will employ an adequate number of teachers and support staff to meet all specified requirements of the contract.

III. STUDENT RECORDS

- 1. REQUEST FOR RECORDS – Upon student entry, the PROVIDER will request the educational records (including ESE information) from all previous schools of attendance.

2. REQUIRED CONTENT – The educational records shall include, but not be limited to, academic assessments, psychosocial profiles, grade reports, attendance data, current IEP, and cumulative transcripts.
3. ENROLLMENT and STUDENT DATA - The PROVIDER will properly enroll students and will enter the appropriate student data in the statewide automated student information system as required by law and rule.
4. STORAGE OF RECORDS – The PROVIDER shall maintain individual records in a form prescribed by the BOARD for each student. All records are to be stored in a locked filing cabinet in a storage room with limited access. The PROVIDER will forward student records to the BOARD after one year of discharge.
5. SHARING OF RECORDS – The BOARD shall make available, upon request of the PROVIDER, records in its possession for the PROVIDER clients.

IV. STUDENT ASSESSMENT

1. INTAKE PROCEDURES - The PROVIDER shall provide the BOARD with its written procedures governing intake, evaluation, dismissal, and separation of students prior to receiving students for the first time. It is the intention of the parties that this agreement does not supersede, alter or amend those rules.
2. ACADEMIC PLACEMENT AND PLANNING – The PROVIDER shall conduct an academic assessment and career interest survey for each student upon intake. The results of this assessment combined with the student's previous class schedule and educational goals shall determine the instructional strategies employed while the student is enrolled in the PROVIDER'S educational program. All courses offered must lead toward a standard/special high school diploma. For special education students, the ESE teacher shall modify the curriculum as stated on the IEP.
3. ASSESSMENT INSTRUMENTS – The PROVIDER will use the state approved Common Assessment for entry and exit testing. In addition, the PROVIDER will use New Century Education diagnostic assessments and Choices career interest profiler for planning purposes.
4. ASSESSMENT ADMINISTRATION – The PROVIDER shall inform the BOARD of the person or persons in charge of administering assessments.
5. TIMEFRAMES – The PROVIDER will administer pre-tests within 10 school days of entry into the program.
6. STATE ASSESSMENTS – The PROVIDER shall appoint a person or persons responsible for administering the Florida Comprehensive Assessment Test (FCAT) and End-of-Year Exams. The responsible party/s shall attend all BOARD training sessions for ad-

ministering the tests. The BOARD retains the option of administering or monitoring FCAT testing. The GED test will be administered by the BOARD and will bill the PROVIDER for test fees and proctor costs. The result of all assessments shall be provided to teachers and utilized in planning for instruction.

V. TRANSITION SERVICES

1. TRANSITION PLANNING – The PROVIDER will be responsible for the development of the student's exit/transition plan.
2. REQUIREMENTS – The Transition Plan must include a minimum of the following:
 - a. academic re-entry goals
 - b. career and employment goals
 - c. the recommended next educational placement
3. CONTENT OF THE EXIT PORTFOLIO – The student Exit Portfolio should contain, but not be limited to, the following:
 - a. copy of the student's exit/transition plan
 - b. current permanent record card, which reflects the total number of credits students have received toward high school graduation including those credits earned prior to commitment
 - c. withdrawal form and current grades when the semester has not been completed and half or whole credits have not been awarded
 - d. current IEP, 504 Plan, LEP Plan or Individual Academic Plan
 - e. pre and post assessment information
 - f. State and district wide assessment information
 - g. length of participation in the program
 - h. copies of any diplomas or educational certificates awarded from the district and/or the commitment program
 - i. examples of student work (e.g. writing samples, photos of completed vocational projects, and art work)
4. ACCESS TO DJJ FILES – The PROVIDER and the BOARD shall have access to DJJ commitment files as per the BOARD'S agreement with DJJ for planning the exit/transition plan for the student.
5. RESPONSIBILITY – The PROVIDER shall provide the BOARD with the name/s of those individuals in charge of exit/transition plans.

VI. MANAGEMENT OF STUDENTS

1. STUDENT CONDUCT - The PROVIDER will provide the BOARD, upon request, with its written policies regarding the conduct and disciplining of students while they are enrolled in the educational program. At a minimum, this CODE OF STUDENT CONDUCT provides a listing of rules, what constitutes an infraction of the rules,

consequences for violating the rules, student acknowledging an understanding of the rules and penalties for violating them and an appeal procedure.

2. CRISIS PLAN - The PROVIDER will provide the BOARD, upon request, its written procedures detailing the care of students in emergencies.
3. SUPERVISION OF STUDENTS – Supervision and control of students while in their educational program shall be the sole responsibility of the PROVIDER. However, the PROVIDER shall inform the BOARD, in writing, when a student or students are involved in a situation during the school day in which potential litigation may result (i.e. alleged sexual harassment, discrimination or injury in which medical attention is necessary).

VII. CURRICULUM AND INSTRUCTION

1. DAYS OF INSTRUCTION – The PROVIDER will provide the BOARD with a 250 day instructional calendar, 10 of which may be used for In-service training and planning.
2. HOURS PER WEEK - The PROVIDER will provide a school week which is at least twenty five (25) hours in length, in courses identified in the Florida Course Code Directory. Interruptions to the instructional process, which are not curriculum-related, will be infrequent and must be documented.
3. PRE-ASSESSMENT - The PROVIDER will review records and conduct an academic assessment of each student upon intake. Each Student will complete reading and math assessments, and career interest survey within 10 school days of entry. The assessment instruments must be DOE approved. The result of these assessments combined with the student's previous class schedule and educational goals will determine the instructional strategies employed while the student is enrolled in the PROVIDER'S educational program. For special education students, the ESE teacher will modify the curriculum as stated in the IEP. Grade placement shall be consistent with the BOARD'S Pupil Progression Plan.
4. INSTRUCTIONAL MATERIALS - The PROVIDER will provide age/ability appropriate classroom furniture, equipment and instructional materials. Upon request, the BOARD will provide the PROVIDER with a list of state-adopted textbooks and recommend instructional materials, and suggested vendors from whom these items may be purchased. Supplemental instructional materials may be provided from the BOARD to the PROVIDER when grants of special funding is awarded to the BOARD. Supplemental instructional materials including, but not limited to, furniture, equipment, and instructional material will be identified and labeled for grant audits and /or property audits. The items purchased by the board through grants and special funding will remain property of the BOARD during the contract term and thereafter.

5. INSTRUCTIONAL STANDARDS - The PROVIDER will meet the minimum instructional requirements of the SUNSHINE STATE STANDARDS and the COURSE DESCRIPTIONS and all other reasonable instructional requirements of the BOARD.
6. ACADEMIC PROGRESS - The PROVIDER will evaluate the progress of students enrolled in its educational program. Term reports and/or grades-in-progress will be issued based upon the student's work while enrolled in the PROVIDER'S program. The Provider will monitor students progress using appropriate instruments including but not limited to FAIR, End of Course Exams, and FCAT and will report progress periodically to parents and the student's learning community.
7. CURRICULUM - The PROVIDER curriculum will be challenging, provoke critical thinking, and incorporate survival skills, goal setting, and the achievement of socially acceptable behavioral patterns. The Superintendent's designee(s) will have input into curriculum design and decisions. Instruction will facilitate learning and build self-esteem by incorporating a variety of modalities. The PROVIDER shall provide the BOARD (for BOARD approval) with the list of course codes for the courses they intend to offer.
8. STUDENT PROGRESSION – The PROVIDER'S curriculum will be in accordance with the BOARD'S Student Progression Plan and associated guidelines and procedures.
9. EXCEPTIONAL STUDENT EDUCATION - The PROVIDER shall provide high quality and effective educational programs. Students who meet the eligibility criteria for exceptional student education, students shall be provided education consistent with the requirements of Chapter 6A-6, FAC. Students with disabilities as defined by Section 504 of the Rehabilitation Act shall be provided the accommodations and services required by said act.
10. GED - If any students file an intent to terminate school enrollment, The PROVIDER shall notify the students of the option to enroll in a program to obtain a General Education Diploma (GED). All students are to have access to GED preparation and the Performance-Based Exit Option. The BOARD will administer the GED to those students who have met the criteria for testing. There will be no charge to the student.
11. VOCATIONAL/CAREER AWARENESS – The PROVIDER shall provide the BOARD with the list of Vocational and career awareness curricular offerings.
12. PROGRAM INTEGRATION - When possible, course content should include overlap with, and integration of, the treatment process.
13. TUTORIAL ACTIVITIES – The PROVIDER will provide the BOARD a list of tutorial activities it will utilize.

14. METHODS OF INSTRUCTIONAL DELIVERY – The PROVIDER will provide the BOARD a list of methods of instructional delivery they will utilize.

VIII. STUDENT PLANNING

1. The PROVIDER shall complete an Individual Academic Plan (IAP) for all non-ESE students within 15 school days. It shall be based upon entry assessments, past school records, and other appropriate information. The IAP shall contain long range goals, short term objectives, and a schedule for monitoring progress.
2. The PROVIDER shall begin services for ESE students within 11 school days, including requesting records, notifying parents of ESE staffings, and notifying the teachers of the student's disability.
3. Students with reading deficiencies that are two or more grades below level or score a 1 or 2 on the most recent FCAT reading test, will be enrolled in an intensive reading class. Students not making progress on reading goals shall be assessed on the five (5) construct areas of reading.
4. If the IAP, IEP, or 504 plan does not address the identified weaknesses in reading then an AIP must be written and becomes part of the students overall educational plan.
5. IAP's required for all DJJ non-ESE students or IEP's for students with disabilities may substitute for AIP's if they address all of the required components for reading.
6. The PROVIDER shall maintain a 4-year graduation plan in the student's education file.

IX. QUALIFICATIONS AND PROCEDURES FOR SELECTION OF STAFF

1. RESPONSIBILITY – The PROVIDER shall be responsible for hiring all staff.
2. BACKGROUND CHECK - All the PROVIDER employees, appointees, or agents who come into contact with students as part of the educational program must submit to a background check at the PROVIDER or the employee's expense in a manner prescribed by the BOARD not less stringent than the background check requirements utilized by the BOARD for background checks on instructional personnel. All provider employees assigned to the Milton Youth Academy are to meet the requirements stated in the Jessica Lunsford Act.
3. INSTRUCTIONAL RATIO -The PROVIDER classes shall not exceed an average daily attendance instructional ratio of 20:1.

4. CLASSES WHICH REQUIRE CERTIFIED TEACHERS - All classes assigned in accordance with the Florida Course Code Directory shall require certification required to instruct the class.
5. ESOL/ESE CERTIFICATION – The PROVIDER shall provide ESOL/ESE Certified teachers to instruct students requiring either an LEP plan or IEP.
6. TEACHER CERTIFICATION - The PROVIDER shall provide Florida certified teachers or teachers who are eligible as addressed by the Rules 6A-1.0502 and 6A-1.0503, FAC. All teachers should teach only classes they are qualified for as per State Course Code Directory. A copy of each teacher's statement of eligibility and/or Florida Educator Certificate shall be provided to the BOARD'S personnel office prior to hiring. A copy of each teacher's schedule should be provided to the BOARD'S designated contact.
 - a. The PROVIDER shall provide a list of all teachers designated out-of-field for BOARD approval prior to each FTE survey period.
 - b. Parents of students in courses taught by teachers designated out-of-field shall be notified of such status prior to each FTE survey period.
7. ESE SPECIALIST - The PROVIDER will employ or contract with a qualified certified ESE Specialist who will participate in admission and exiting conferences; IEP preparation and staffing, and maintaining ESE compliance for special education students subject to review by a designated BOARD personnel. The BOARD will approve a qualified staff member of the PROVIDER to serve as the LEA for this site.
8. SUBSTITUTE TEACHERS - The PROVIDER will utilize properly certified substitute teachers for permanent instruction personnel who are temporarily absent due to illness or personal reasons.
9. PERSONNEL ASSIGNMENT - The parties specifically acknowledge that both instructional and non-instructional personnel employed by the PROVIDER are not employees of the BOARD for any purpose.
10. EMPLOYEE TRAINING - The PROVIDER will assume responsibility for the credentialing of its employees including, but not limited to, costs associated with participation in the BOARD'S Teacher Mentoring Program.
11. EDUCATIONAL PERSONNEL FILES – The PROVIDER shall provide the BOARD with a copy of each teacher's current certification and maintain a personnel file in accordance to F.S. 1012.31.
12. THE PROVIDER STAFF DEVELOPMENT ACTIVITIES – The PROVIDER agrees to develop and implement a Staff Development plan that includes staff development (In-service) activities that will occur throughout the year.

13. BOARD STAFF DEVELOPMENT ACTIVITIES - The PROVIDER'S teachers will have access to all (non site-specific) staff development activities scheduled by the BOARD. All published In-service Calendars and notices will be sent to the PROVIDER.
14. STAFF DEVELOPMENT FOR SUPPORT STAFF – The PROVIDER shall provide the BOARD with a listing of staff development activities scheduled for administrative personnel, and support staff.
15. The PROVIDER will maintain classroom teacher(s) such that no more than 20 students will be assigned to each teacher each period. A lead educator will be selected who will provide leadership for the school, collaborate with the residential facility staff, serve as the contact person for the district, coordinate transition services, monitor classroom activities and lesson plans, manage data entry into the district MIS system, provide professional development activities for teachers, ensure a challenging curriculum, coordinate enrichment activities, arrange for appropriate speakers, develop the school's school improvement plan and manage the budget. The lead teacher will also interface with the district related to activities not limited to background screens, certification, professional development, Title I, exceptional student education and school audits. The lead teacher will also serve as the primary contact for the school district contract manager. The PROVIDER will commit leadership and management services to the lead teacher and the school by assigning an off-site support person that is a certified school administrator in Florida.
16. The PROVIDER will maintain a set of procedures to include, but not limited to, an annual school calendar, bell schedule, master schedule, teacher qualifications document, school improvement plan, reading plan, faculty handbook, listing of business partners, and model transition paperwork to include individual academic plans and exit plans.

X. FINANCE

1. PAYMENTS - During the term of this agreement, the BOARD shall make payments within six weeks of the ending of each of the four survey periods upon submission of the appropriate DJJ school revenue worksheet as provided by the department of education, completed and submitted by the provider and reviewed by the district.
2. FUNDING – The PROVIDER'S payments will be based upon an estimated survey worksheet that has been provided by the provider and verified by the district of distribution of FEFP flow through dollars from the STATE DEPARTMENT OF EDUCATION generated by full time equivalent students enrolled in the PROVIDER'S educational program, during the regular school session, plus summer school.

3. PERCENTAGE OF FTE – The PROVIDER’S payments will be based upon 95% of actual FEFP dollars received with the BOARD to retain 5% as indirect costs to the BOARD. The rate of 95/5 may be reviewed at anytime and revised by mutual agreement. The payment for formula based categoricals such as Instructional Materials shall be funded at 100% per statute.
4. FUNDING ALLOCATION -If, at any time during the term of this AGREEMENT, the STATE DEPARTMENT OF EDUCATION changes the BOARD’S formula allocation of funds, said increase or decrease will be passed along to the PROVIDER as appropriated.
5. TERMINATION PAYMENT - If the AGREEMENT is terminated, the PROVIDER’S payments will be prorated based upon the 180 days school year, plus any additional days or time in which educational programs and instruction are offered (e.g. summer school, new courses, etc.). If the PROVIDER has already received funding for an FTE period, they must return to the BOARD the prorated share of actual FEFP dollars received.
6. SURVEY WEEKS – The PROVIDER’S full time equivalent membership will be counted during the official FTE survey weeks in June and July (for summer school), October, and February and also Survey 9 for ESE students. If an alternative survey date is proposed, the BOARD will submit the request to the Department of Education. Failure by the PROVIDER to meet targeted projections during these established weeks will result in a reduction of funds and an appropriate adjustment in payments.
 - a. Membership- A student is in membership when he/she is officially assigned (not withdrawn) to a course or program by the BOARD. To be reported for funding, each student must be enrolled and scheduled appropriately in the state automated data system. All course identification information must be accurate such as state approved course number, section number, period number, days per week and class minutes.
 - b. Attendance – The student must be in attendance in class at least one day during the FTE survey week or one of the six days/classes preceding the survey week. The presence, absence, or tardiness of each student shall be checked each period and recorded daily in the Automated Student Attendance Record keeping system. To comply with the rules, a pupil is in attendance if actually at the school site or away from school on an approved field trip.
7. ATTENDANCE REPORTING -The PROVIDER will follow all procedures for student attendance and reporting provided by the BOARD.

8. OPEN ENROLLMENT - The PROVIDER will provide a year round continuous progress, open entry/open exit education program for the number of days as specified by state statute.
9. EDUCATIONAL EXPENSES - One hundred percent (100%) of the funds paid by the BOARD must be used to support the PROVIDER'S educational program. At least ninety percent (90%) of the FEFP funds generated by students (ninety five percent (95%) of the FEFP funds paid by BOARD to the PROVIDER) must be used for educational expenses limited to instructional and support personnel salaries and benefits, classroom material and supplies, and classroom equipment. One hundred percent (100%) of the formula based categorical funds generated by these students must be spent on appropriate categorical such as instructional materials and public school technology for the students.
10. ITEMS PURCHASED WITH FEFP DOLLARS - All educational equipment and materials, including computer hardware and software, purchased with FEFP dollars, shall upon termination of the contract automatically become the property of the BOARD. The PROVIDER shall provide to BOARD a complete listing of such equipment and materials at least annually on or before June 1 of each year of the contract or extension of contract. The PROVIDER shall inform the BOARD of items to be removed from district inventory according to BOARD policy.
- ~~10.~~ 11. ITEMS PURCHASED WITH TITLE I OR OTHER SPECIAL CATEGORY OR GRANTS, SUCH AS, BUT NOT LIMITED TO CARL PERKINS GRANTS for Milton Youth Academy become property of the board during the duration of the contract with the provider and thereafter. The BOARD can accept grants and manage the purchase of items for the Milton Youth Academy school or the BOARD can request that the provider make purchases as required by the grant and submit for reimbursement from the BOARD using an FA 399 or other invoice mechanism as required by the board and submitting proof of payment such as receipts or cancelled checks. Grants written by the PROVIDER and or BOARD must have BOARD approval prior to submission of the grant.
- ~~11.~~ 12. CATEGORICAL FUNDING -The PROVIDER shall be eligible for the following Categorical Funds: Instructional Materials, DJJ Supplemental Allocation, ESE Categorical and Supplemental Academic Instruction (SAI). Applications and Reports will be completed as required by all schools in the district.
- ~~12.~~ 13. FUNDING LOSSES DUE TO AUDIT ADJUSTMENTS-In the event that the Provider violates any federal or state law or administrative regulation and said violation results in a loss of funding to the BOARD, the PROVIDER shall reimburse the BOARD for the full amount of the loss. This provision shall remain in force, even if the agreement is terminated, for a period of (3) three years or until all state and federal audits are conducted, whichever occurs first.

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~~13.~~14. QUARTERLY BUDGET EXPENDITURE REPORTS-The PROVIDER will submit a Quarterly Budget Report of Expenditures at the end of each quarter to the BOARD as required by statute.

XI. FACILITIES

1. SAFETY REQUIREMENTS - The PROVIDER shall comply with facility safety requirements for schools embodied in Florida Statutes and associated administrative rules. This clause shall be limited to those portions of the facility that are utilized to provide services pursuant to this agreement.
2. ADDRESS OF FACILITY
Santa Rosa Substance Abuse Facility
5770 East Milton Rd.
Milton, FL 32570

PROVIDER mailing address

G4S [Youth Services](#)
6302 Benjamin Road, Suite 400
Tampa, FL 33634

3. SANITATION AND HEALTH CERTIFICATES – The PROVIDER shall maintain current sanitation and health certificates.
4. REQUIRED SETTINGS – The PROVIDER shall provide student classrooms meeting the State Requirements for Educational Facilities standards. Instructional personnel must be provided adequate space for a desk, file cabinets, instructional materials, and secured storage of BOARD-owned equipment and confidential documents such as tests and records. Additional space shall be provided for ESE/ESOL staffings or psychological evaluations.
5. BUILDING MAINTENANCE – The PROVIDER shall maintain (in a state of good repair, all buildings used for the educational program. All damages made by the PROVIDER’S program will be the responsibility of the PROVIDER to repair.

XII. INTERVENTIONS AND SANCTIONS

1. QUALITY ASSURANCE REVIEW - The PROVIDER shall provide to the BOARD the results of the Annual Department of Juvenile Justice Quality Assurance Review for the Facility and the Educational Component. Unsatisfactory findings shall result in the development of a corrective action plan to be submitted to the BOARD within 30 days of the review. The Superintendent’s designee shall monitor the plan. The School Improvement Plan (SIP) should reflect identified deficiencies and plans to correct the deficiencies. Failure to comply with the corrections within (90) ninety days will be considered a default and can lead to termination of the Agreement.
2. DEFAULT – The PROVIDER’S failure to comply with the terms of this AGREEMENT shall be considered a default. Only the SUPERINTENDENT OF SCHOOLS

with BOARD approval may declare the PROVIDER in default, and notice will be sent United States Postal Service certified mail, return receipt requested. Upon receipt of the SUPERINTENDENT'S declaration of default, the PROVIDER has five (5) calendar days to contest or default the superintendent's action, giving notice by United States Postal Service certified mail, return receipt requested. The matter will then be arbitrated as set forth in Section I, #2 of this AGREEMENT. During the arbitration, the PROVIDER educational programs will continue, but the BOARD WILL WITHHOLD PAYMENT. If the dispute is resolved in the PROVIDER'S favor, all payments, previously withheld, will be released. If resolved in the BOARD'S favor, all funds previously withheld will be forfeited, and the AGREEMENT will be immediately terminated.

XIII. COORDINATION

1. RESPONSIBLE POSITIONS

- a. BOARD'S DESIGNEE – The BOARD'S designee for purposes of administering the Agreement shall be the Superintendent of Schools, who may assign a designated administrator for monitoring compliance and educational program administration.
- b. THE PROVIDER'S DESIGNEE – The PROVIDER shall identify one person with whom the BOARD is to communicate on all compliance issues related to this Agreement. The PROVIDER, at its option, may designate another person with whom the BOARD is to communicate regarding the operation of its educational program.

Signature Page

(Milton Youth Academy, 5770 East Milton Rd., Milton, FL 32583) located inside the DJJ-Santa Rosa Substance Abuse Treatment Center.

For the:
School BOARD of Santa Rosa, FL
5086 Canal Street
Milton, FL 32570

G4S Youth Services, LLC
6302 Benjamin Road
Tampa, FL 33634

| [Diane Scott](#) ~~Diane Coleman~~, Chair

Jim Hill, President

Formatted: Strikethrough

Date

Date

Attest:

Attest:

TimWyrosdick, Superintendent

Date

Date

