

COOPERATIVE AGREEMENT

With The School Board of Pinellas County – Educational Alternative Services

Partnership With: YOUTH SERVICES INTERNATIONAL, INC. DBA CHARLES BRITT ACADEMY

Contract Dates: July 1, 2016 to June 30, 2017

Facility Location Address: 3001 26th Street South, St. Petersburg, FL 33712

School Hours: 7:00 a.m. - 1:50 p.m.

Staff Hours: 6:50 am to 2:20 pm

Grade Level 6th – 12th **Age Range** Up to 18 **Maximum Classroom Size:** 14

Number of Classrooms: 2

Student Population: ☐ Female ☒ Male **Facility Capacity:** 28

THIS AGREEMENT, made and entered into on July 1, 2016 with THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and YOUTH SERVICES INTERNATIONAL, INC., hereinafter referred to as "YSI"; located at the CHARLES BRITT ACADEMY, hereinafter referred to as "BRITT"; The BRITT Program will be administered by the Educational Alternative Services, hereinafter referred to as "EAS".

WITNESSETH (Statement and Purpose)

WHEREAS, YSI, provides a program for the Department of Juvenile Justice (DJJ); and

WHEREAS, the BOARD is committed to providing appropriate educational programs for school-age children in Department of Juvenile Justice programs; and

WHEREAS, BRITT becomes the student's designated school, the decision to remove a student from the program shall be done in collaboration with the instructor, parent, and the BRITT staff to determine the next educational placement prior to program exit and in compliance with the Department of Juvenile Justice State Statutes; and

WHEREAS, the parties to this agreement desire a maximum degree of long-range cooperation and administrative planning in order to provide an effective program of educational services for children placed in this program by eligibility under State Board of Education rule 6A-6.05281 by Florida Statute 1003.52;

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

Part I: The BOARD's Responsibilities

WHEREAS, the BOARD is committed to providing appropriate educational programs to the students attending school at this facility; and

1. The BOARD shall provide the BRITT program the following services:

- a. Administration – EAS Administration provides oversight for curriculum, instruction, certification and discipline as Local Education Agency (LEA) provider. EAS administrator or designee provides monitoring according to FL Statutes, and Rules for FL DOE. The BOARD will provide the school administration staff who will assist in the coordination of the program's operation.
- b. Class Scheduling – Will be completed with Administrator of Curriculum in conjunction with the Data Management Technician (DMT).
- c. Classroom Supplies – Classroom furniture, supplies, textbooks and technology comparable to similar middle / high school classroom models.
- d. Course Instruction – The BOARD shall provide through EAS core academic instruction.
- e. Facility – The BOARD will provide networking to assure all classrooms have access to the internet.
- f. Personnel –
 - i. The BOARD shall provide administrative supervision, two (2) classroom teacher and itinerant staff as needed. Other support services will be provided subject to availability of funds. The PCSB instructional staff are bound by the PCTA agreement with the BOARD.
 - ii. The instructional staff is bound by the Pinellas Classroom Teachers Association (PCTA) agreement with the BOARD. The support staff is bound by the Pinellas Educational Support Professionals Association (PESPA) agreement with the BOARD.
 - iii. The BOARD staff appointed to serve at the BRITT facility shall be responsible to follow all applicable state laws, in conjunction with DJJ and BOARD policies and procedures in implementation of the educational alternative program. The BOARD staff shall prepare all BOARD and school required records and reports which shall be forwarded to the administration of Educational Alternative Services.
 - iv. When needed, the BOARD may employ substitute teachers for the regular educational alternative instructors.
 - v. The educational instructors and the program administrator or designee of BRITT shall communicate and exchange appropriate information as required and in a manner consistent with Florida Statutes, rules, and professional ethics.

- vi. The BOARD teachers agree to comply with all provisions of Florida Statutes, and applicable rules of the State of Florida, and the Department of Juvenile Justice.
- g. Progress Monitoring – Students who enter into the educational alternative program shall be assessed at the facility by the EAS staff. An educational Progress Monitoring Plan (PMP) will be prepared for each student.
- h. Testing – BRITT will follow state, district and school guidelines/expectations for assessments.
- i. Transition Services –
 - i. EAS will work with students and families to transition students back to their home school or toward their graduation goal.
 - ii. The BOARD and DJJ will follow all district, state and Department of Juvenile Justice rules, standards, timelines and procedures related to transition plans for students moving into and out of juvenile facilities and documentation of credits earned and transfer of student records.
- 2. The BOARD's DJJ instructional calendar shall be applicable to BRITT. Classes shall be held during the dates indicated. BRITT can adjust the calendar to a 240 day program with approval of the administration of Educational Alternative Services.
 - a. Any deviation from the DJJ school calendar must be requested in writing and receive prior approval by the administration of Educational Alternative Services.
 - b. Any emergency cancellation of school must be done in coordination with the administration of Educational Alternative Services or its designee.
- 3. Attendance Procedure – BOARD policies require attendance to be recorded in the current student information system daily.
- 4. Discipline Process – The method of disciplining students unable to cope with the Educational Alternative Services program shall be discussed by the classroom teacher and the appropriate BRITT program director/designee in order to provide an alternative education plan for the student. The BOARD's Educational Alternative Services (EAS) Administration must be notified to assist prior to disciplinary action that results in suspension.
- 5. Staff Meetings – All BOARD staff will be expected to attend the monthly EAS faculty meeting and professional development. Educational programs will be suspended early on these days.

Part II: Agency Responsibilities

WHEREAS, BRITT provides additional support to the students and staff attending and working at this facility; and

1. Facility –
 - a. BRITT shall provide the necessary physical plant, utilities (telephone), and maintenance to house the students, provide meals for the students, provide medical treatment, counseling and social services.
 - b. BRITT will provide EAS Staff a secure space for equipment, records, materials, and supplies.
 - c. BRITT is responsible for meeting safety, health, and sanitation standards of authorized state and local agencies providing confidential counseling, staffing, and evaluation space.
2. Personnel –
 - a. The BRITT director or designee will be in the facility at all times during the instructional day. Classroom teachers will not be left in the classroom with the total responsibility for youth and program supervision.
 - b. The educational instructor and the program administrator or designee of BRITT shall communicate and exchange appropriate information as required and in a manner consistent with Florida Statutes, rules, and professional ethics.
 - c. BRITT will maintain the appropriate agency staff ratio of 1:1 classroom during school operation. (1 agency staff per 1 classroom).
3. Utilities & Maintenance – BRITT is responsible for repair or replacement of BOARD property when said damage is the result of BRITT's usage or neglect.

Part III: Mutual Responsibilities

WHEREAS, The BOARD and BRITT will share additional support to the students and staff attending and working at this facility; and

1. Both parties shall be responsible for:
 - a. Data Collection – Will be provided by both the BOARD and BRITT for reports due to the state, federal and local reporting.
 - b. Meetings –
 - i. BRITT staff shall attend partnership meetings.
 - ii. School Advisory Council (SAC) - BRITT staff will represent BRITT on the School Advisory Council for Educational Alternative Services.

- a. Personnel - If there is a complaint lodged against a BOARD or BRITT staff member, the Administration of Educational Alternative Services is to be notified immediately so that both agencies may investigate the charges.
 - c. Student Entry and Exit –
 - i. In order to offer optimum educational services, the BOARD and BRITT shall permit not more than fourteen (14) students in any one class due to safety, security and space.
 - ii. No student under the age of sixteen (16) may be terminated from the educational program until an alternative placement has been determined. Students sixteen (16) years of age or older who desire to withdraw without a next school placement or diploma must have an exit conference and a Student Declaration of Intent to Terminate School Enrollment form signed by a parent or guardian prior to their withdrawal.
 - iii. Students eighteen (18) years of age or younger, who are DJJ clients may be qualified for educational services in the Educational Alternative Services program. Students who have received a General Education Diploma (GED) or are high school graduates and not eligible for enrollment in the K-12 Educational Alternative classroom. Students sixteen (16) years of age or older may participate in GED assessment, preparation, and testing when appropriate.
2. Plans –
- a. Discipline - BRITT and EAS staff will collaboratively develop and implement a discipline plan annually.
 - b. Crisis – BRITT and EAS staff will collaboratively develop and implement a Crisis plan annually. The plan will include provisions for insuring the safety of educational personnel, students and BOARD equipment.
 - c. School Improvement Plan - BRITT and EAS staff will collaboratively develop and implement a School improvement Plan annually.
 - d. The BOARD and BRITT will review the Department of Juvenile Justice Agency's Quality Improvement and mutually develop a corrective action plan within 60 days after receiving written evaluation.

Part IV: Statutes

- 1. BRITT, its officers, agents, employees, and subcontractors, shall comply at all times during the term of this Agreement at BRITT own cost with the background screening requirements of Sections 1012.32(2), 1012.465, and 1012.56, Florida Statutes (2011), as applicable, and to follow

applicable District procedures for compliance with such laws. The procedures are available for viewing at the BOARD's web site by clicking on the "Community" tab, then hover over "Doing Business" and click on the dropdown "Vendors" and "Jessica Lunsford Act" is on the left navigation or <http://pcsb.schoolwires.net/Page/2781> . A printed version may be obtained from the District contact listed in this Agreement.

2. BRITT agrees to comply with all Florida Statutes and applicable rules of the State Board of Education and federal legislation including but not limited to the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendment Act of 1974; the Individuals with Disabilities Education Act and the Florida Consent Decree and Florida Statute 1003.56.
3. The BOARD and BRITT agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the BOARD and BRITT agree that the BOARD'S liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the BOARD, nor shall anything herein be construed as consent by the BOARD to be sued by any third party for any cause or matter arising out of or related to this Agreement.
4. The educational team leader and the BRITT director or designee shall communicate and exchange appropriate student information as required in a manner consistent with Florida Statutes, rules and professional ethics.
5. Implementation of the following eleven (11) requirements of P.L. 107-110, Section 1425, the parties (herein, "we") agree to comply with the applicable requirements of P.L 107-110, Section 1425, as follows
 - i. Where feasible, we will ensure that education 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;
 - ii. 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 or youth of such need;
 - iii. 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;
 - iv. 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 the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;
- v. 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;
 - vi. We will ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
 - vii. To the extent possible, we will use technology to assist in coordinating educational programs between the correctional facility and the community school;
 - viii. 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;
 - ix. We will coordinate funds received under Title I, Part D, Subpart 2 of P.L. 107-110 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;
 - x. Coordinate programs operated under the Title I, Part D, Subpart 2 of P.L. 107-110 with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
 - xi. If appropriate, we will work with local business to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

Part V: General Provisions

1. There will be cooperation between the BOARD and BRITT in all matters relating to administration and monitoring of this Cooperative Agreement. The BOARD shall be able to access the Britt facility in order to monitor the BOARD's fiscal and programmatic records and School Improvement Plan.
2. In the event that the instructional staff and BRITT's personnel are unable to agree upon a function not specified in this agreement, BRITT's administrator and the administration of Educational Alternative Services will attempt to resolve any differences which may arise under this agreement. In the event such differences cannot be resolved between the personnel described herein, any such disagreement shall be submitted to the Area II Superintendent and the Program Director or their designee for resolution.
3. Neither party shall assign this agreement; however, it may be modified in writing by the parties or their chief executive officers by mutual agreement.
4. If any breach of this agreement exists as determined by either party and after notice of the breach has been given and the breach not remedied in thirty (30) days, then the agreement may be

terminated. In case of cancellation, only the costs actually accrued to the date of cancellation will be due and payable.

5. This agreement shall be effective July 1, 2016, for the school years 2016-2017, and shall terminate June 30, 2017. Either party may terminate this agreement without cause upon thirty (30) days written notice to other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE SCHOOL BOARD OF PINELLAS COUNTY, FL

By: _____
Chairperson

Attest: _____
Superintendent

Date signed: _____

Approved as to form:



School Board's Attorney's Office

YOUTH SERVICES INTERNATIONAL, INC.

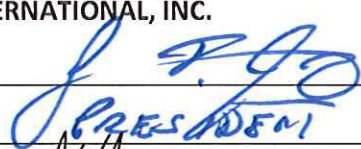
By: _____

Title: _____

Attest: _____

Title: _____

Date signed: _____



SVP
6/13/16