



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

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June 3, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *nw*

SUBJECT: Educational Service Agreement
Pasco County Sheriff's Office, Contract # 2014001795

Office for Career and Technical Education is requesting approval of the attached agreement with the Pasco County Sheriff's Office. This agreement will allow educational opportunities for students in detention facilities in Pasco County. There are no associated costs with this agreement to the District. Please reference the attached memo from Ramon Suarez, Supervisor, Office for Career and Technical Education.

At this time, we are requesting the Board's approval of the above-referenced agreement that will cover July 1, 2014 through June 30, 2015. This agreement has been reviewed and approved by the District School Board's Attorney, Ms. Nancy Alfonso, on May 7, 2014.

Should you have any questions regarding this matter, please contact Ramon Suarez or Debra Reaves, Purchasing Services, at your earliest convenience.

NW/dr

Attachments

Date/Time: May 28, 2014 11:36:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office for Career and Technical Education
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MEMORANDUM
GEP-009 13/14

May 14, 2014

To: Nicole Westmoreland, Purchasing Agent

From: Ramon Suarez, Supervisor- Office For Career and Technical Education
Rob Aguis, Director- Office For Career and Technical Education

Subject: 2014-2015 Agreement for Educational Services Between the District School Board of Pasco County and Chris Nocco, Sheriff of Pasco County, Florida.

Introduction:

The District School Board has maintained a cooperative agreement with The Pasco County Sheriff's Office Detention Center.

Description:

The District must fulfill its constitutional obligation to educate the children of compulsory school age. It has been determined that certain children need alternative programs, setting and/or strategies to achieve their educational goals. According to Section 1003.52, Florida Statutes, the District has the authority to engage in a contractual relationship with nonprofit corporations, which have been formed for the purpose of providing a cooperative educational service to the District.

Action Requested:

Approval of the Cooperative Agreement between the District School Board of Pasco County and The Pasco County Sheriff's Office Detention Center.

Recommendations:

The staff respectfully requests the approval of the cooperative agreement between the District School Board of Pasco County and The Pasco County Sheriff's Office Detention Center.

Please be advised, Sheriff, Chris Nocco will sign the agreement once all necessary signatures are acquired, and the agreement has been Board Approved.

RS: at



RECEIVED

5/14/2014

Contract # 2014001795

EDUCATIONAL SERVICE AGREEMENT

This agreement is entered into entered into this May 8, 2014, between the District School Board of Pasco County, Florida (Board) and Chris Nocco as sheriff of Pasco County, Florida (PSO) to facilitate the provision of educational services to certain individuals housed in adult detention facilities in Pasco County in accordance with F.S. 1006.07(5).

RESPONSIBILITIES:

A. PASCO COUNTY SCHOOL BOARD

1. Employees of the Board who teach at the detention center will be covered under the Board's Worker's Compensation Policy.
2. Board personnel who enter the detention center will abide by all rules imposed by the PSO as to what is acceptable in a secure facility.
3. The teaching staff will develop classroom management procedures consistent with the PSO policies and procedures.
4. The Board will provide classroom management in-service as needed and will allow detention center staff to participate.
5. A class will consist of no more that eighteen (18) students.
6. The Board will be notified immediately of any complaints made against one of their employees. Every complaint will be investigated by the detention center, but the board may choose to conduct an independent investigation.
7. A Level 2 criminal history will be obtained on all employees of the Board who will be entering the detention facility.
8. Properly trained substitute teachers may be used to fill in for regular teachers when necessary.
9. Supervision, training and evaluation of the educational staff will be the responsibility of the Board.
10. Employees of the Board are responsible for providing the instructional component of the student's overall program. Behavior management, discipline and emergency intervention actions are the responsibility of PSO staff. This includes the use of physical restraint and or secured seclusion for students who are present a threat to their own safety or safety of others.

CONTRACT REVIEWED
AND APPROVED:

NW 5.16.14

11. In order to ensure a continuum of services is available for students with disabilities, all teachers will be dual certified in their respective teaching areas and are highly qualified in Exceptional Education by the end of 2014-2015. Starting on 2015-2016 all teachers will be dual certified.

B. PASCO SHERIFF'S OFFICE

1. The PSO will notify the Board when an individual under the age of 22 is booked into the detention center.
2. The PSO will provide a location suitable for the classes to be held as well as the amenities required by the staff.

C. PROVISION OF FLORIDA STATUES AND RULES

This agreement ensures that in the implementation of applicable provisions of Florida's statutes and rules, the Board is the responsible agency and exercises general authority over all education programs within the county. This agreement also ensures that the Board and PSO shall cooperatively plan for the provision of education and social services to all children and youth who are eligible and in need of such services. This agreement replaces and terminates any prior agreements between PSO and the Board in regards to matters covered by this agreement.

In compliance with PL 107-110, Section 1423, we agree to meet all the requirements of PL 107-110, Section 1425, as follows:

1. 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;
2. 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;
3. 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;
4. 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

CONTRACT REVIEWED
AND APPROVED:

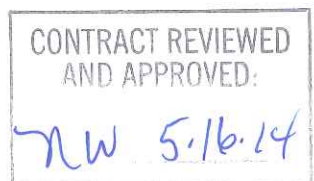
NW 5.16.14

youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;

5. 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;
6. we will ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
7. to the extent possible, we will use technology to assist in coordinating educational programs between the correctional facility and the community school;
8. 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;
9. 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;
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
11. if appropriate, we will work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

D. CONDITIONS

1. This agreement may not be assigned by either party, but may be modified in writing by mutual agreement.
2. This Agreement will be effective July 1, 2014 until June 30, 2015 and can be renewed by mutual agreement.
3. This Agreement may be terminated by either party, with our without cause upon thirty (30) days written notice.
4. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this



Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party.

The parties have executed this Agreement to be effective on the day and year written above.

**DISTRICT SCHOOL BOARD OF
PASCO COUNTY**

PASCO SHERIFF'S OFFICE

**Chairman
District School Board of Pasco County**

Chris Nocco, Sheriff Pasco County

**Superintendent
District School Board of Pasco County**

Nicole Westmoreland 5-16-14

Signature Date

**Nicole Westmoreland, MBA, Purchasing Agent
District School Board of Pasco County**