



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Department of Purchasing
Michael J. Woodall, CPPO, Purchasing Agent
813/794-2221 Fax: 813/794-2111
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June 18, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

SUBJECT: Educational Service Agreement
Pasco County Sheriff's Office

The Office for Career and Technical Education Department is requesting approval of the attached educational service agreement between the District School Board of Pasco County and the Pasco County Sheriff's Office. This agreement will allow educational opportunities for students in detention facilities in Pasco County. There are no costs to the District for this agreement.

At this time, we are requesting the Board's approval of the above-referenced agreement that will cover July 1, 2013 through June 30, 2013 and can be renewed by mutual agreement. This agreement has been reviewed and approved by Nancy Alfonso, School Board Attorney, on May 17, 2013.

Should you have any questions regarding this matter, please contact me at your earliest convenience.

MJW/sb
Attachments

Date/Time: June 12, 2013 09:14:00



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
Ramon I. Suarez, Supervisor
(813) 794-2209 Fax: (813) 794-2799
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MEMORANDUM
GEP-025 12/13

June 18, 2013

To: Michael J. Woodall, Purchasing Agent

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

Subject: 2013-2014 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:mlr

EDUCATIONAL SERVICE AGREEMENT

This agreement is entered into entered into this July 1, 2013, 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 COUNY SCHOOL BOARD

1. Employees of the District School Board of Pasco County who teach at the detention center will be covered under the District School Board of Pasco County'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. The Board agrees to indemnify and hold harmless PSO to the extend PSO incurs liability as a result of the negligence, violation of civil rights, intentional actions or other fault of the Board or its agents, servants or employees arising out of the performance of this Agreement.
10. Supervision, training and evaluation of the educational staff will be the responsibility of the Board.

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AND APPROVED:

hw 5-29-13

11. **Employees of the District School Board of Pasco County 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.**

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.**
3. **The PSO agrees to indemnify and hold harmless Board to the extent Board incurs liability as a result of the negligence, violation of civil rights, intentional actions or other fault on the part of the Sheriff's or his deputies or employees arising out of the performance of this Agreement.**

C. This agreement ensures that in the implementation of applicable provisions of Florida's statutes and rules, the School Board is the responsible agency and exercises general authority over all education programs within the county. This agreement also ensures that the School 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 School 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 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.**

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AND APPROVED:
CW 5-29-13

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, 2013 until June 30, 2014 and can be renewed by mutual agreement.
3. This Agreement may be terminated by either party upon thirty (30) Days written notice.

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



Addendum 1

The following addendum modifies the original agreement between The District School Board of Pasco County as the "School Board", and Chris Nocco as Sherriff of Pasco County, Florida, hereinafter referred to as "(PSO)" that was originally Board approved on June 19, 2012 and will expire on June 30, 2013. This addendum and subsequent renewals will be subject to final approval by the School Board.

Changes are listed below in bold and italicized and will be effective upon Board approval through the remainder of the original contract term.

This agreement ensures that in the implementation of applicable provisions of Florida's statutes and rules, the School Board is the responsible agency and exercises general authority over all education programs within the county. This agreement also ensures that the School 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 School 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 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;*

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Jun 5.24.13

- (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.*

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

**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

CONTRACT REVIEWED
AND APPROVED:

Jan 5.21.13