

AGREEMENT

THIS AGREEMENT, made and entered into this December 10, 2013, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and the PINELLAS COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "SHERIFF'S OFFICE";

WITNESSETH:

WHEREAS, the SHERIFF'S OFFICE operates the Pinellas County Jail; and WHEREAS, the BOARD is committed to providing appropriate educational programs for school age children in youth services dropout prevention programs when school enrollment in their regular school is not available, desired, recommended, or allowed; and

WHEREAS, the parties to this agreement desire a maximum degree of 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-6.052 under Florida Statute 1003.53;

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

1. The BOARD shall provide services including, but not limited to, two classroom teachers, one Title I, Part D paraprofessional, one itinerant exceptional student education specialist, one itinerant Title I Part D guidance counselor, one .5 itinerant reading coach, professional development, administrative supervision, classroom furniture, instructional supplies, textbooks, technology equipment, and other support services as needed, and are acceptable to the sheriff or his designee all subject to the availability of funds.

2. The SHERIFF'S OFFICE shall provide the necessary physical plant, utilities (telephone), and maintenance to house the students, provide meals for the students, and provide the medical treatment, counseling and social services. The Sheriff's office shall provide the teachers a secure space for equipment, records, materials, and supplies. The SHERIFF'S OFFICE staff will represent the Pinellas County Jail on the School Advisory Council for Dropout Prevention School.

3. Students eighteen (18) years of age or younger who are housed in the Pinellas County Jail may be qualified for educational services in the dropout prevention program. Students who have received a General Education Diploma (GED) are graduates and not eligible for enrollment in the dropout prevention classroom.

4. The dropout prevention instructors who have been appointed to serve at the SHERIFF'S OFFICE facility shall be responsible to follow all BOARD policies and procedures in

implementation of the dropout prevention program at the Pinellas County Jail. The instructors shall prepare all BOARD required records and reports which shall be forwarded to the administrator of dropout prevention services.

5. Students who enter into the dropout prevention program shall be assessed at the facility by the instructors in accordance with the Pinellas County Special Programs and Procedures Document and the ESOL Consent Decree. An academic improvement plan will be prepared for each student.

6. In order to offer optimum educational services, the BOARD and SHERIFF'S OFFICE shall permit not more than sixteen (16) students in any one class.

7. The educational instructors and the sheriff or his designee shall communicate and exchange appropriate student information as required, or as requested by the sheriff or his designee in a manner consistent with Florida Statutes, rules, and professional ethics.

8. The method of disciplining students unable to cope with the dropout prevention program shall be discussed by the education instructors with the appropriate administrator of the SHERIFF'S OFFICE in order to provide an alternative education plan for the student.

9. The BOARD and SHERIFF'S OFFICE will collaboratively develop a Safe Learning Environment Plan. The plan will include provisions for ensuring the safety of educational personnel, students, and BOARD equipment.

10. The BOARD'S instructional calendar shall be applicable to the instructional staff. Summer session may be provided and dates determined based on available funding, resources and statutes. Classes shall be held during the times indicated on the regular school calendar. The educational instructors in the dropout prevention program shall be responsible to the administrator of dropout prevention services. Any deviation from the regular school calendar must be requested in writing and receive prior approval by the administrator of dropout prevention services. Any emergency cancellation of school must be coordinated with the administrator of dropout prevention services. The instructional staff is bound by the PCTA agreement with the Pinellas County School Board.

11. If there is a complaint lodged against a classroom teacher, the SHERIFF'S OFFICE will immediately contact the administrator of dropout prevention services; the Pinellas County SHERIFF'S OFFICE and the School Board may investigate the charges. However, should the SHERIFF'S OFFICE have probable cause to believe that such teacher or support services person poses a direct threat to the safety and welfare of the students or the Pinellas County Jail facility, the SHERIFF'S OFFICE shall retain the right to prohibit such teacher or support services person from entering upon or teaching in the jail facility during the pendency of any

investigation. Should such event occur, the SHERIFF'S OFFICE shall immediately notify the administrator of dropout prevention.

12. The BOARD and SHERIFF'S OFFICE will review the established guidelines for Florida Model Jail Standards regarding the housing of juvenile detainees in an adult jail facility and mutually develop an improvement plan.

13. When needed, the BOARD may employ substitute teachers for the regular instructors. All persons employed by and under the supervision of the BOARD, in connection with its operations at the jail facility, shall comply with all rules promulgated by the Pinellas County Sheriff's Office for the safe and orderly conduct of the activities carried out at the jail facility. BOARD employees shall have access to parts of the premises at the jail facility as necessary to enable the BOARD to carry out its responsibilities hereunder provided that all BOARD employees comply with strict security rules and regulations of the Pinellas County Sheriff's Office and the Prison Rape Elimination Act as listed in Attachment A.

14. The SHERIFF'S OFFICE, its officers, agents, subcontractors, shall comply at all times during the term of this Agreement at the SHERIFF'S 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 following web site: pcsb.org/jilahome.org. A printed version may be obtained from the District contact listed in this Agreement.

15. The SHERIFF'S OFFICE agrees to be responsible for, and reimburse the District at fair market value for, District property that is lost, stolen, or damaged during the time that the SHERIFF'S OFFICE has primary access to or possession of such property during the term of this agreement.

16. The SHERIFF'S OFFICE agrees to comply with all provisions of 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 Rehabilitative Act of 1973, amended; Title IX of the Education Amendment Act of 1974, and the Individuals with Disabilities Education Act.

17. In the event that the instructional staff and Pinellas County corrections personnel are unable to agree upon a function not specified in this agreement, the commander of the Detention and Corrections Bureau and the administrator of dropout prevention 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 deputy superintendent of curriculum and operations and to the sheriff or designee of the Pinellas County Jail for resolution.

18. A SHERIFF'S OFFICE personnel will have visual and auditory communication at all times during the instructional day. Classroom teachers will not be left at the facility with the total responsibility for students and program supervision.

19. Neither party shall assign this agreement; however, it may be modified in writing by the parties by mutual agreement.

20. This agreement shall be effective December 10, 2013, for the school year 2013-2014, and shall terminate June 30, 2014. Either party may terminate this agreement without cause upon thirty (30) days written notice to other party.

21. The BOARD and the SHERIFF'S OFFICE 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, that the BOARD and SHERIFF'S OFFICE 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 and SHERIFF'S OFFICE, nor shall anything herein be construed as consent by the BOARD and SHERIFF'S OFFICE to be sued by any third party for any cause or matter arising out of or related to this Agreement.

22. 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.

ATTACHMENT A

Part 115 - Prison Rape Elimination Act National Standards

Subpart A – Standards for Adult Prisons and Jails

For the purpose of this Attachment – **The School Board of Pinellas County, Florida** (hereinafter referred to as **The Agency**).

115.17 – Hiring and Promotion Decisions

- a) The agency shall not hire or promote anyone who may have contact with inmates, and shall not enlist the services of any contractor who may have contact with inmates, who –
 - 1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
 - 2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refused; or
 - 3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a) (2) of this section.
- b) The agency shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with inmates.
- c) Before hiring new employees who may have contact with inmates, the agency shall:
 - 1) Perform a criminal background records check; and
 - 2) Consistent with Federal, State, and local law, make its best effort to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.
- d) The agency shall also perform a criminal background records check before enlisting the services of any contractor who may have contact with inmates.
- e) The agency shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with inmates or have in place a system for otherwise capturing such information for current employees.
- f) The agency shall ask all applicants and employees who may have contact with inmates directly about previous misconduct described in paragraph (a) of this section in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. The agency shall also impose upon employees a continuing affirmative duty to disclose any such misconduct.
- g) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.
- h) Unless prohibited by law, the agency shall provide information on substantiated allegations of sexual abuse or sexual harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work.

ATTACHMENT B

Public Record Law

Pinellas County Sheriff's Office is a public agency subject to Chapter 119, Florida Statutes. Effective July 1, 2013, the Florida Legislature enacted § 119.0701. This statute requires that all contractors shall comply with Florida's public record laws with respect to services performed on behalf of the Sheriff. Specifically, the statute requires that contractors:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- ii. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv. 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 any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Sheriff in a format that is compatible with the information technology system of the Sheriff.

The failure of the School Board of Pinellas County to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FL
Witnesses:

By: _____
Chairperson

Attest: _____
Superintendent

Witnesses:

PINELLAS COUNTY SHERIFF'S OFFICE

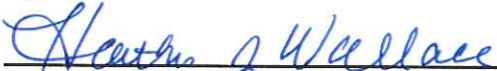
By: _____

Title: _____

Attest: _____

Title: _____

Approved as to form:



School Board Attorney's Office