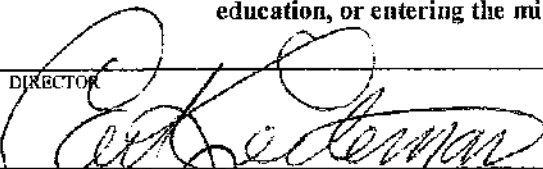



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY Curriculum & Instruction/Human Resource Services/ Risk Management		SCHOOL BOARD AGENDA EXECUTIVE SUMMARY	
TITLE COOPERATIVE AGREEMENT BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA AND THE ESCAMBIA COUNTY, FLORIDA SHERIFF'S OFFICE		SUBMITTED BY: PAUL FETSKO ASSISTANT SUPERINTENDENT CURRICULUM AND INSTRUCTION	
PERIOD OF GRANT/CONTRACT/REQUEST JULY 1, 2010 THROUGH JUNE 30, 2011	FUNDING SOURCE ADULT EDUCATION FUNDING FORMULA BASED ON ENROLLMENT	PROJECT COORDINATOR AND DEPARTMENT CARL LETTERMAN DIRECTOR, WORKFORCE EDUCATION Daniel Busse, Principal George Stone	
AMOUNT OF FUNDING REQUEST - \$27,086.30 Is amount more, less or same as last year? (Explain differences at end of Purpose section if additional space is required) More: \$733.78 due to retirement rate increase		TOTAL PROJECT - \$27,086.30 Is amount more, less or same as last year? More: \$733.78 due to retirement rate increase	
PURPOSE This cooperative agreement (renewal) between the School Board of Escambia County, Florida and the Escambia County, Florida Sheriff's Office provides vocational training of incarcerated adults located in the Escambia County Jail.			
IMPLEMENTATION PLAN <ol style="list-style-type: none"> 1. Provide TABE (Test of Adult Basic Education) testing of incarcerated adults 2. Identify and enroll incarcerated adults in <u>Business Technology</u>. 3. Provide technical instruction to enrollees. 4. Document Occupational Completion Points of enrollees' progress toward program completion. 5. Assist program enrollees exiting incarceration with job placement services. 			
PARTICIPATING SCHOOLS/AGENCIES George Stone Technical Center Escambia County Florida Sheriff's Office Escambia County Jail			
ACTION REQUIRED School Board Approval			
STRATEGIC ALIGNMENT - Include number and definition of Goal and Objective.			
GOAL: 2. Prepare students for the workforce.			
OBJECTIVE: 2.4 Increase, by at least one percent each year, the number of Postsecondary Career and Technical Education students entering the workforce in occupations related to their technical training, continuing their education, or entering the military.			
DIRECTOR 		DATE 5/12/2010	
ASSISTANT SUPERINTENDENT 		DATE 5/25/10	DATE OF BOARD APPROVAL

**COOPERATIVE AGREEMENT BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
THE ESCAMBIA COUNTY SHERIFF'S OFFICE
June 14, 2010**

The School Board of Escambia County, Florida; hereinafter referred to as the School District and the Escambia County Sheriff's Office by and through the Detention Division, hereinafter referred to as the Escambia County Sheriff's Office or Jail enter into this agreement. The parties agree to the following:

1. PURPOSE

The School District and the Escambia County Sheriff's Office are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of adult students in incarcerated settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these adult students, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The School District and the Escambia County Sheriff's Office hereby pledge to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for adult students served in incarcerated settings.

This agreement ensures that the School District and the Escambia County Sheriff's Office cooperatively plan for the provision of Career and Technical Education to adult students who are eligible and in need of such services.

2. INTER/INTRA-AGENCY LINKAGES

- A. The School District and the Escambia County Sheriff's Office are mutually committed to cooperate in the development of programs designed to provide a system that meets the education and vocational needs of adult students served by both agencies.
- B. The Escambia County Sheriff's Office and the School District each work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency.
- C. Jail staff members acknowledge, respect, and abide by classroom rules and regulations developed by the administrator and employees of the School District and agreed to by Jail Staff.
- D. Both parties strive for continuity and coordination of services across residential and educational programs. Examples are as follows:
 - 1. Establish a single intake procedure conducted by facility and school staff to reduce the duplication of effort.

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2. Staff from both agencies meet on a regular basis to plan, monitor, and evaluate student comprehensive developmental plans and progress.
3. There is mutual agreement on any new program to be developed within the scope of the educational program provided by the School District.

3. ROLES AND RESPONSIBILITIES:

The Escambia County Sheriff's Office and School District agree that the stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

A. MUTUAL RESPONSIBILITIES:

To accomplish this goal, the agencies mutually agree to the following:

1. Assign staff that meets regularly to exchange pertinent information regarding regulations and policies.
2. Conduct joint facility needs assessments, planning, implementation, and evaluation activities.
3. Share the responsibility for addressing needs identified in facility Inspection and Accreditation Reports.
4. Monitor and effectively implement state legislation concerning the education of students in incarcerated settings.
5. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.
6. Share the responsibility for providing technical assistance in the development, implementation and evaluation of effective programs.
7. Disseminate this agreement to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the agreement.

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B. RESPONSIBILITIES OF THE SHERIFF'S OFFICE:

To implement these procedures, the Escambia County Sheriff's Office shall:

1. Receive technical assistance from the School District regarding the development of any rules/policies pertaining to the provision of educational programs for students in the Jail facility consistent with state and federal laws rules and regulations.
2. Receive and utilize the information regarding educational best practices for incarcerated adult students disseminated by the Florida Department of Education, Division of Public Schools, Bureau of Student Services.
3. Participate and assist in the monitoring and evaluation of programs for adult students served in the Jail setting to ensure compliance with applicable state and federal laws, rules and regulations.
4. Develop transition plans jointly for adult students exiting the Escambia County Jail facility, involving a representative of the School District in the planning for the student's next placement. The transition plan shall be documented jointly by the Escambia County Jail and School District.

C. RESPONSIBILITIES OF THE DISTRICT:

To implement this agreement the School District shall:

1. Provide technical assistance in the development and implementation of any rules/policies developed by the Escambia County Sheriff's Office pertaining to the provision of educational programs.
2. Disseminate information about and assist in the development and adoption of promising educational practices for adult students in the Escambia County Jail facility.
3. Coordinate activities for the identification, location and evaluation of adult students served in educational programs in Escambia County Jail settings.
4. Provide general supervision of educational services through:
 - a. Review of the procedures and documents for providing education programs to determine compliance with provisions of this agreement and applicable State Board of Education rules.

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- b. Monitor and evaluate education programs provided by or through the Jail facility for students to ensure compliance with Florida statutes, applicable federal and state laws, rules and regulations.
- 5. Provide technical assistance to the Escambia County Jail in the development, coordination, and review of personnel training needs for staff responsible for providing education and related services to students in the Escambia County Jail facility.

4. ADMINISTRATIVE PROCEDURES

A. TIMELINES

This Cooperative Agreement shall become effective with the signature of the Chairman of the School Board and Sheriff of Escambia County and will continue from year to year unless responsible individuals notify the others in writing that the Cooperative Agreement will be revised or terminated. This agreement will be reviewed annually and may be amended by the written request of either agency. Any proposed amendments or modifications shall be submitted by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any amendments must be agreed to by each agency head or the duly authorized representatives of both parties.

B. CONFIDENTIALITY

Each agency will protect the rights of adult students and clients with respect to records created, maintained, and used by public institutions within the state. It is the intent of this agreement to ensure that students, and clients have the rights of access, rights of challenge, and the rights of privacy with respect to records and reports, and that applicable laws and regulations for this right shall be strictly adhered to:

5. ALLOCATION OF RESOURCES

So the mutually agreed upon objectives of this agreement can be adequately met, resources from the School District, and the Escambia County Jail will be allocated based on the previously identified roles and responsibilities of each agency.

A. The Escambia County Sheriff's Office agrees to the following:

- 1. Maintain responsibility and make final decisions relative to student care, to include security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services, transportation counseling and psychological services, and supervision of adult students when not in the education program.

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2. Provide facilities, including utilities and maintenance, to house the educational programs, and provide reasonable protection of school district property assigned to the agency's facility.
3. Purchase and maintain materials, equipment, and supplies used in the student education program not to exceed \$1,000.
4. Maintain no less than fifteen (15) students per week for direct student contact instruction consistent with the School District's established teacher-student ratio for Career, Technical and Adult Education Program.
5. Staff a part time certified Testing Administrator at their regular rate of pay, not to exceed \$5,000 using the district approved school calendar schedules.

The Escambia County Sheriff's Office shall pay an aggregate amount not to exceed \$5,000 for these services. Documentation for reimbursement of Testing Administrator's part time salary shall be by monthly invoice.

B. The School District agrees to the following:

1. Provide a public education, including but not limited to vocational and career guidance services to adult students, consistent with all state and federal rules, regulations, and laws.
2. Staff two (2) part-time (not to exceed seventeen (17) hours per week, fifteen (15) hours of instruction and two (2) hours of planning) certified Business Technology Instructors at the community school rate of pay for ten (10) months with an option for two (2) additional months of summer school with School Board approval. Instructional staff will follow the District's academic calendar.

6. INTERAGENCY DISPUTES

In instances of interagency conflict, differences shall be resolved in accordance with the following Mediation or Conflict Resolution Procedure:

- A. Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal, and policy grounds.
- B. A written response, which includes proposed solutions to the conflict, shall be provided by staff from the receiving agency with forty-five (45) days of receipt of the notice of conflict.

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- C. Upon resolution of the conflict, a joint communiqué, so indicating, will be developed and disseminated by a representative for each agency.
- D. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution.
- E. Should further action be required, the agency heads will request an administrative hearing consistent with the procedures in Section 120.57, Florida Statutes. The resolution of all conflicting issues that arise while this agreement is in effect will be resolved at the lowest level possible.

7. ASSESSMENT

The parties shall:

- A. Develop an integrated assessment process to ensure that all adult students are evaluated for the purpose of determining the most appropriate educational, residential and treatment programs.
- B. Collaboratively define assessment protocols for intake and educational services.

8. CLASSROOM MANAGEMENT AND ATTENDANCE

The parties mutually agree to comply with the School Board approved policies and procedures for classroom management and attendance consistent with procedures followed by faculty and staff on campus at George Stone Career Center.

9. CERTIFICATION LICENSURE AND STAFF DEVELOPMENT

The parties mutually agree to ensure the following:

- A. Professionals serving students are appropriately certified by Florida law or by position qualifications.
- B. The School District shall provide teachers consistent with the District's established teacher-student ratio for Career and Technical Education Programs.
- C. To the extent possible, the tentative assignment of instructional personnel to each facility will be discussed with the facility director prior to making the assignment final.
- D. Pre-service, inservice, and staff development programs will be joint efforts and cooperatively developed and provided.

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10. TRANSITION

The School District and the Escambia County Sheriff's Office agree to monitor and provide input to the preparation and planning for student movement in and between programs, involving educational, facility and re-entry staff in addition to appropriate significant others, programs and/or agency representatives. Transition is the driving force behind the adult students' performance contract and educational plan, with emphasis placed on change as opposed to compliance – that is, what the student learns at the Detention Facility is solidified so that the student can apply this effectively on transition to home, school, and community.

11. AGENCY REPRESENTATIVES

The name and address of the administrator responsible for the Sheriff's Office for this agreement is: Barbara Wertz, Director of Detention
Escambia County Sheriff's Office
1700 West Leonard Street
Pensacola, FL 32501

The name and address of the administrator responsible for the School District for this agreement is: Director, Workforce Education
30 East Texar Drive
Pensacola, FL 32503

12. LIABILITY

Neither party shall indemnify the other; each party shall be responsible for its negligent action.

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IN WITNESS WHEREOF, the parties hereto have entered into this agreement on the 14th day of June, 2010, effective July 1, 2010 through June 30, 2011.

**THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA**

By: _____
Mr. Gerald W. Boone, Chair

Attest:

Malcolm Thomas, Superintendent

THE ESCAMBIA COUNTY SHERIFF'S OFFICE

By: _____
David Morgan, Sheriff

APPROVED FOR LEGAL CONTENT
FOR June 2010 AGENDA
MAY 24 2010

**GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD**