



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY CURRICULUM AND INSTRUCTION SCHOOL BOARD AGENDA EXECUTIVE SUMMARY		Item Number: V.b.1. K.3.	
TITLE Memorandum of Understanding Between the School Board of Escambia County, Florida and Escambia County, Florida		SUBMITTED BY: Dr. Michelle Taylor, Director, Workforce Education	
PERIOD OF GRANT/CONTRACT/REQUEST July 1, 2017 - June 30, 2018	FUNDING SOURCE Workforce Education	PROJECT COORDINATOR AND DEPARTMENT Thomas Rollins, Principal, George Stone Tech Center	
AMOUNT OF FUNDING REQUEST – <i>Is amount more, less or same as last year? (Explain differences at end of Purpose section if additional space is required.)</i> \$30,564.50* Same 1/2 of salary and benefits		TOTAL PROJECT – <i>Is the amount more, less or same as last year?</i> \$86,129.00** Same	
PURPOSE To provide vocational training to incarcerated adults at the Escambia Road Prison. *Salary and benefits are based on actual instructor salary. ** Cost of position is shared equally with Escambia County, Florida. Testing and supply costs of up to \$25,000 to be paid by Escambia County, Florida.			
IMPLEMENTATION PLAN 1. Provide the Test of Adult Basic Education (TABE) to incarcerated adults. 2. Identify and enroll incarcerated adults in the Welding Program. 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 Escambia County, Florida, Road Prison			
ACTION REQUIRED Board Approval			
STRATEGIC ALIGNMENT – <i>Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan.</i> PILLAR: Quality GOAL: GOAL Q.1: To increase rigor at all levels MEASURABLE OBJECTIVE: Q.1.8. Increase postsecondary measures through Career Placement Program Rate, Adult Education Completion, and Postsecondary Industry Certifications.			
DIRECTOR 		DATE 8/17/17	
ASSISTANT SUPERINTENDENT 		DATE 8/17/17	DATE OF BOARD APPROVAL

Revised: June 2016

Retention: 5 years

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
ESCAMBIA COUNTY, FLORIDA

The School Board of Escambia County, Florida (hereinafter referred to as the "School District" or "School Board"), and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), enter into this Memorandum of Understanding (MOU).

The parties agree to the following:

1. PURPOSE

The School District and the County are mutually committed to cooperating 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 County 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 MOU ensures that the School District and the County cooperatively plan for the provision of career and technical education to incarcerated adult students at the Escambia County Road Prison who are eligible and in need of such services.

2. INTER/INTRA-AGENCY LINKAGES

A. The School District and the County's Road Prison staff are mutually committed to cooperating in the development of programs designed to provide a system that meets the educational and vocational needs of adult students served by both agencies.

B. The School District and the County's Road Prison staff each work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency.

C. The County's Road Prison staff acknowledges, respects, and abides by classroom rules and regulations developed by the administrator and employees of the School District and agreed to by the County's Road Prison 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.
 2. Staff from both agencies meet on a regular basis to plan, monitor, and evaluate student progress and overall program effectiveness.
 3. There is mutual understanding on any new program to be developed within the scope of the educational services provided by the School District.

3. ROLES AND RESPONSIBILITIES

The County and the 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. Share the responsibility in developing an instructional calendar that complies with all collective bargaining labor agreements and addresses the unique challenges related to delivering vocational education in a prison setting. The instructional calendar shall include Saturday classes and extended work days.
3. Conduct joint facility needs assessment, planning, implementation, and evaluation activities.
4. Share the responsibility for addressing needs identified in complying with required standards as related to Council on Occupational Education accreditation.
5. Monitor and effectively implement state legislation concerning the education of students in incarcerated settings.
6. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.
7. Share the responsibility for providing technical assistance in the development, implementation, and evaluation of effective programs.

8. Disseminate this MOU to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the MOU.
9. Jointly develop transition strategies to assist adult students exiting the Escambia County Road Prison facility with their next placement. The transition strategies may include job placement and/or placement at George Stone Technical Center's main campus.
10. To the extent possible, the assignment of instructional personnel to the program will be discussed with the County's Road Prison director prior to making the assignment final.
11. Jointly provide support for educationally appropriate projects completed by students under the supervision of an instructor that enhances the student's understanding of the subject matter and that is of value to the School District, the County's Road Prison, and the citizens of Escambia County, Florida.

B. RESPONSIBILITIES OF THE COUNTY

To implement this MOU, the County's Road Prison staff 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 County's Road Prison facility consistent with state and federal laws, rules, and regulations.
2. receive and utilize the information regarding educational best practices for adult students in the County's Road Prison facility 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 County's Road Prison setting to ensure compliance with applicable state and federal laws, rules, and regulations.
4. be responsible for resources as identified in Section 5.A.1.

C. RESPONSIBILITIES OF THE SCHOOL DISTRICT

To implement this MOU the School District shall:

1. provide technical assistance in the development and implementation of any rules/policies developed by the County's Road Prison staff 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 at the County's Road Prison.
3. provide all instructional recordkeeping functions related to attendance, progress, certificates, and industry credentials, as well as all functions related to maintaining permanent student transcripts.
4. coordinate activities for the identification and evaluation of basic skills for adult students served in educational programs at the County's Road Prison.
5. provide general supervision of educational services through
 - a. reviewing the procedures and documents for providing education programs to determine compliance with provisions of this MOU and applicable State Board of Education rules; and
 - b. monitoring and evaluation of education programs provided by or through the County's Road Prison facility for students to ensure compliance with Florida statutes, applicable federal and state laws, rules, and regulations.

4. ADMINISTRATIVE PROCEDURES

A. TERM

This MOU shall become retroactively effective on July 1, 2017. This MOU may be terminated upon thirty (30) days notice by either party. This MOU will be reviewed annually and may be amended by the written request of either agency at any time. Any amendments or modifications will only become effective by mutual understanding.

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

A. The County agrees to the following:

1. To 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 including when in the education program.
2. To provide facilities, including utilities and maintenance, to house the educational programs and provide reasonable protection of School District property.
3. To purchase and maintain materials, equipment, and supplies used in the student education programs not to exceed twenty thousand dollars (\$20,000).
4. To maintain no less than twenty (20) students per class for direct student instruction consistent with the School District's guidelines for attendance and satisfactory academic progress.
5. To select students that will be in attendance for a minimum of three hundred (300) clock hours for the 2017-2018 school year.
6. To provide compensation for a part-time certified testing administrator at his/her regular rate of pay, not to exceed five thousand dollars (\$5,000).
7. To reimburse the School District for fifty percent (50%) of the salary and benefits of one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school with School District approval. Salary will be based on the current, Board approved instructional salary schedule.

Documentation for reimbursement of the testing administrator's part-time compensation and fifty percent (50%) of one (1) full-time certified vocational instructor's compensation shall be by monthly invoice.

B. The School District agrees to the following:

1. To 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. To deposit revenue generated from training project sales into the George Stone Technical Center Training Program Internal Account. All funds from project sales are to be used in support of training-related activities at

the County's Road Prison. All funds are to be handled consistent with existing School District policies and procedures.

3. To provide necessary instructional materials and resources to ensure compliance with the programs' objectives and curriculum frameworks.
4. To staff one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school with School District approval. The instructor referenced herein shall at all times remain an employee of the School District, and the School District shall be responsible for providing the instructor with payment of salary and any employee benefits.
5. To provide fifty percent (50%) of the salary and benefits of one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school.
6. To provide twenty-five (25) hours of instruction weekly in each educational program, to include Saturday class and extended days.
7. To indemnify the County to the extent and only to the extent of the limits set forth in 768.28(5), F.S. and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by 768.28(9), F.S.

6. INTERAGENCY DISPUTES

In the event of any conflict regarding the execution of this MOU, the parties will exchange written statements outlining the party's understanding of the conflict, the party's position and justification therefore, and suggested resolution. Within a reasonable time after this exchange, the administrators listed in Paragraph 10 below will meet in an effort to resolve the issue(s). In the event this effort is unsuccessful, the Conflict Resolution Procedures provided in 164, F.S. will be followed.

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 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 at George Stone Technical Center.

9. PROFESSIONAL LEARNING

The parties mutually agree to ensure the following:

- A. Professionals serving students are appropriately certified according to Florida law and position qualifications.
- B. To the extent possible, both parties will provide appropriate professional learning opportunities for instructional personnel related to their responsibilities under this MOU.
- C. Pre-service, inservice, and professional learning programs will be joint efforts and cooperatively developed and provided.

10. AGENCY REPRESENTATIVES

The name and address of the administrator responsible for the County is:

Commander Charles Snow
Escambia County Road Prison
601 Highway 297A
Cantonment, Florida 32533

The name and address of the administrator responsible for the School District is:

Thomas J. Rollins, Principal
George Stone Technical Center
2400 Longleaf Drive
Pensacola, Florida 32526

11. INDEMNIFICATION

Each party agrees to be fully responsible up to the limits of 768.28, F.S., for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

12. GENERAL CONDITIONS

- A. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of 768.28, F.S.
- B. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- C. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this MOU because of race, age, religion, color, gender, national origin, marital status, disability, genetic information, or sexual orientation.
- D. Termination. This MOU may be terminated with or without cause by either party upon providing thirty (30) days written notice to the other party. Any termination upon default or breach of a material term shall be immediate, unless the nonbreaching party elects otherwise.
- E. Records. Each party shall maintain its own respective records and documents associated with this MOU in accordance with state and federal law and the records retention requirements applicable to its records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to 119.07, F.S., and any resultant award of attorney's fees for non-compliance with that law.
- F. Confidentiality. The parties acknowledge that as a result of the relationship that the parties, their agents, and employees may be given access to or acquire information which may be proprietary to and/or confidential to the respective parties and those they service. Any and all such information obtained by either party or their respective employees shall be deemed confidential and/or proprietary, as the case may be. Each party agrees to hold such information in strict confidence and not to disclose such information or to use such information for any purpose whatsoever other than the provision of services under this MOU. Each party agrees to advise its agents and employees of the obligation to keep such information confidential and to obtain their understanding to do so.
- G. Entire MOU. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments.

agreements, or understandings concerning the subject matter of this MOU that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or understandings, whether oral or written.

- H. Amendments. No modification, amendment, or other alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.
- I. Preparation of MOU. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- J. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this MOU and, therefore, is a material term hereof. Any party's failure to enforce any provision of this MOU shall not be deemed a waiver of such provision or modification of this MOU. A waiver of any breach of a provision of this MOU shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this MOU.
- K. Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.
- L. Governing Law. This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this MOU and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the First Judicial Circuit of Escambia County, Florida.
- M. Binding Effect. This MOU shall be binding upon and ensure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto represent and warrant that the execution and delivery of this MOU has been duly authorized by all necessary corporate action.
- N. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this MOU if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by

reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

- O. Severability. In case any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this MOU shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- P. Captions. The captions, section numbers, article numbers, title and headings appearing in this MOU are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.
- Q. Authority. Each person signing this MOU on behalf of either party individually warrants that he or she has full legal power to execute this MOU on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this MOU.
- R. Necessary Acts. The parties will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this MOU.

(THIS AREA INTENTIONALLY LEFT BLANK)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
ESCAMBIA COUNTY, FLORIDA

NOW IN WITNESS WHEREOF, this MOU retroactively effective from July 1, 2017 through June 30, 2018 has been executed on the respective dates under each signature, by and on behalf of the School Board of Escambia County, Florida and Escambia County, Florida.

THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA

BOARD OF COUNTY
COMMISSIONERS, ESCAMBIA
COUNTY, FLORIDA

By: _____
Gerald Boone, Board Chair

By: _____
D.B. Underhill, Chairman

Date: _____

Date: _____

Attest:

Attest: Pam Childers,
Clerk of the Circuit Court

BY: _____
Malcolm Thomas, Superintendent

BY: _____
Deputy Clerk

BCC Approved: _____

APPROVED FOR LEGAL CONTENT
FOR Sept 2017 AGENDA
SEP - 1 2017

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD