





September 21, 2020

To: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

Thru: Daniel P. Banks, Deputy County Administrator 

From: Louis A. Quiñones, Jr., Chief of Corrections 
Orange County Corrections Department

Contact: Linda Brooks, Community Corrections Division Manager
Orange County Corrections Department

Subject: Approval and Execution of the Agreement between
Orange County, Florida and the School Board of Orange
County

The agreement between Orange County and the School Board of Orange County is for the cooperative development of the Alternative Education Centers Juvenile Offenders Program. The program is designed to provide a comprehensive system of care that meets the health and educational needs of juvenile offenders at the Orange County Corrections Department. The Agreement shall be effective through June 30, 2023, and may be automatically renewed for two additional one-year periods, upon mutual agreement of both parties.

ACTION REQUESTED:

Approval and execution of Cooperative Agreement between The School Board of Orange County and Orange County, Florida for the Alternative Education Centers Juvenile Offenders Program effective July 1, 2020 through June 30, 2023. The Agreement may be automatically renewed for two additional one-year periods, upon mutual agreement of both parties.

cc: Anthony D. Watts, Sr., Deputy Chief, Administrative Services
Linda Brooks, Community Corrections Division Manager
Kambria Anderson, Monitoring and Evaluation Coordinator
File

**COOPERATIVE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA
AND
ORANGE COUNTY, FLORIDA**

The School Board of Orange County, Florida hereinafter referred to as the "School Board" and Orange County, Florida hereinafter referred to "Orange County" enter into this agreement in the cooperative development of the Alternative Education Centers Juvenile Offenders Program at the Orange County Corrections Department (OCCD). The parties agree to the following:

1. PURPOSE

The School Board and Orange County are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health and educational needs of juvenile offenders committed to OCCD.

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

The School Board and Orange County hereby pledge to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for juvenile offenders served in OCCD settings.

The purpose of this agreement is to facilitate the implementation of applicable provisions of Florida's statutes and rules. The School Board of Orange County is the general authority over all education programs within Orange County.

This agreement also encourages the School Board and Orange County to cooperatively plan for the provision of education and social services to all juvenile offenders who are eligible and in need of such services.

2. ENABLING LEGISLATION

This agreement is intended to implement Sections 1001.42, 1003.02, 951.176 and 1006.07(5) of the Florida Statutes.

3. INTER/INTRA AGENCY LINKAGES

- A. Orange County and the School Board work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency. Cooperatively, the agencies will follow all laws, statutes, administrative rules, policies, and procedures.
- B. Staff members of Orange County acknowledge, respect, and abide by classroom rules and regulations developed by the administrator and employees of both agencies.

4. ROLES AND RESPONSIBILITIES

Orange County and the School Board agree that the stated purposes of this agreement can be achieved only through coordinated planning, resource sharing, and staff training.

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

1. Assign staff to meet to exchange pertinent information regarding agency regulations and policies.
2. Conduct joint facility needs assessments.
3. Encourage staff participation in planning, program development and staffing.
4. Monitor and effectively implement state legislation concerning the education of students committed to OCCD.
5. Share applicable client/student information consistent with laws, rules and regulations dealing with confidentiality.

A. RESPONSIBILITIES OF ORANGE COUNTY

To implement these policies, Florida statutes, and federal laws, OCCD, through its office, in the provision of educational services to juvenile offenders committed to the Orange County Correctional facility, shall

1. Receive technical assistance from the School Board regarding the development and implementation of any rules/policies developed by Orange County pertaining to the provision of educational programs for students committed to OCCD or OCCD-supported facilities consistent with state and federal laws, rules and regulations.
2. Review, analyze and utilize information disseminated by the Florida Department of Education regarding educational best practices.
3. Inform the School Board of projected or new facilities constructed on the OCCD property.
4. Participate and assist in the monitoring and evaluation of programs for students served in OCCD settings to ensure compliance with applicable state and federal laws, rules, and regulations.
5. Provide education based technology accessibility for students and accessibility for School Board staff for job related responsibilities.
6. Ensure consistent collaboration to ensure logistical concerns are addressed.

B. RESPONSIBILITIES OF THE SCHOOL BOARD

1. Provide technical assistance in the development and implementation of rules and policies pertaining to the provision of educational programs.

2. Disseminate information and assist in the development and adoption of promising educational practices for students committed to OCCD.
3. Coordinate activities for the identification, location, and evaluation of all juvenile offenders served in educational programs in OCCD settings.
4. Provide general guidance for the delivery of educational services through
 - a. Reviewing procedures documents for providing education programs to determine compliance with provisions of this agreement and applicable State Board of Education rules.
 - b. Monitoring and evaluating education programs provided by or through Orange County supported facilities for students to encourage compliance with Florida statutes, applicable federal and state laws, rules, and regulations.
5. Provide technical assistance to Orange County in the development, coordination, and review of personnel training needs for staff responsible for providing education and related services to students committed to OCCD.
6. To implement this agreement the School Board shall: "Offer free appropriate public education, including but not limited to academic, vocation and special education services, as required by law for adjudicated or committed juveniles." The School Board will ensure that a female instructor is employed to teach the female youths housed in the OCCD Main Facility or the designated facility housing the female youths, consistent with applicable state and federal rules, regulations and laws. In the event a female instructor is not available a male instructor may conduct classes as long as a female corrections officer is present.
7. To purchase and maintain materials, equipment, technology and supplies used in the student educational program.
8. In compliance with PL 107-110, Section 1423, agree to meet all requirements as follows:
 - a) Where feasible, ensure that educational programs at the OCCD 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;
 - b) if any child or youth is identified as in need of special education services while in an OCCD facility, the School Board will notify the local school of the child or youth of such need;
 - c) where feasible, provide transition assistance to help any 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;

- d) provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the OCCD 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;
- e) work to ensure that the OCCD 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;
- f) ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
- g) to the extent possible, use technology to assist in coordinating educational programs between the OCCD facility and the community school;
- h) where feasible, involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;
- i) 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;
- j) 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
- k) if appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education and mentoring programs for children and youth.

5. ADMINISTRATIVE PROCEDURES

To the extent services provided pursuant to this agreement pertain to the access to student information, the School Board shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Section 1001.41 and 1002.22 Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information. Each agency will protect the rights of 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 parents, 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 these rights shall be strictly adhered to. By entering into this agreement the parties agree to share necessary information (such as testing information) regarding the juvenile offenders served pursuant to this agreement. The agencies entering into this agreement must maintain confidentiality of information unless otherwise exempt from state or federal statute.

6. ALLOCATION OF RESOURCES

So that the mutually agreed-on objectives of this Agreement can be adequately met, resources from the School Board and Orange County will be allocated based on the previously identified roles and responsibilities of each agency.

Orange County 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 youth when not in the education program.
2. provide appropriate classroom facilities, including electrical and telephone services, internet access for staff and students, other utilities and maintenance, to house the educational program, and provide reasonable protection of school board property assigned to the facility.
3. provide appropriate staff in each classroom area for the supervision of youth.

7. TRANSITION

Orange County and the School Board agree to coordinate the preparation and planning for student movement in and between programs.

8. INTER-AGENCY MEDIATION PROCEDURES

Each agency will specify, by positions, the persons who have primary responsibility for implementing this agreement.

Interagency Disputes

In instances of interagency conflict, differences shall be resolved in accordance with the following procedures:

Mediation or Conflict Resolution Procedures

1. Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal, and policy claims
2. A written response, which includes proposed solutions to the claims, shall be provided by staff from the receiving agency within fifteen (15) days of receipt of the notice of claim.
3. Upon resolution of the claim, a joint communiqué, so indicating, will be developed and disseminated by a representative from each agency.
4. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution.

5. Upon resolution of the claim, a joint communiqué, so indicating, will be developed and disseminated by each agency head.

9. LIABILITY

INDEMNIFICATION

Indemnity: If there are any claims for damages attributed to the negligence, errors or omissions of the School Board, their agents or employees while providing the services called for herein, it is understood and agreed the School Board shall defend, indemnify and hold harmless ORANGE COUNTY from any and all losses, costs, liabilities, damages, and expenses arising out of such claims or litigation asserted as a result hereof. However, the Board shall not be responsible for acts or omissions of ORANGE COUNTY, its agents, or employees, or of third parties, which result in bodily injury to persons or property. Nothing herein shall constitute a waiver or limitation of the School Board's sovereign immunity protection and limitations of liability pursuant to Section 768.28, Florida Statutes.

It is agreed that employees of each agency are solely the responsibility of the employing agency. The School Board is not responsible for the actions of employees or agents of ORANGE COUNTY. ORANGE COUNTY is not responsible for the actions of employees or agents of the Board.

INSURANCE

Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the School Board acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of \$100,000 per person and \$200,000 per occurrence, or such limited sovereign immunity limits as set forth by the Florida Legislature.

The School Board agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

Upon request, the School Board shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits that ORANGE COUNTY agrees to find acceptable for the coverage mentioned above.

ORANGE COUNTY'S failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the School Board of its liability and obligations under this agreement.

10. TERM OF AGREEMENT/TERMINATION

The term of this Agreement shall be from July 1, 2020 through June 30, 2023. This Agreement may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. However, either party may terminate the Agreement by giving sixty (60) days' notice, in writing, to the other party, but, until so terminated, this Agreement shall remain in full force and effect after such date. It is further agreed that a substantial breach of any section of this Agreement shall be a basis for immediate termination. All written notices required herein shall be deemed delivered by either certified mail with return receipt requested or by facsimile, or in person with proof of delivery as follows:

Orange County Corrections Department
Attention: Lee Isbell
P O Box 4970
Orlando, Florida 32809

Orange County Corrections Department
Attention: Kambria Anderson
P O Box 4970
Orlando, Florida 32809

School Board of Orange County
Tammye L. Young
6501 Magic Way
Orlando, FL 32809

11. Applicable Law and Venue

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action arising out of this Agreement will have its venue in Orange County, Florida.

12. Force Majeure

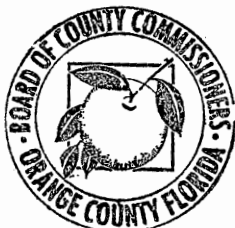
Except as otherwise provided herein, none of the Parties shall be obligated to perform, and no Party shall be deemed to be in default of its performance, if prevented by: (a) fire, earthquake, hurricane, wind, flood, pandemic, act of God, act of any government authority, riot, or civil commotion; (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of health, economic or energy controls, hostilities, war, or governmental law and regulation; or (c) labor dispute that results in a strike or work stoppage affecting the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.


ORANGE COUNTY, FLORIDA
By: Orange County Board of County
Commissioners


By: Jerry L. Demings 
Orange County Mayor

Date: OCT 13 2020, 2020



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


TERESA JACOBS, Chair
Date: 8.20.2020

ATTEST:

BARBARA M. JENKINS, Ed.D., Superintendent
Date: 8.20.2020