

**SCHOOL BOARD OF GILCHRIST COUNTY**

**COOPERATIVE AGREEMENT WITH GILCHRIST COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT, made this 6th day of July, 2021 by and between the **SCHOOL BOARD OF GILCHRIST COUNTY, FLORIDA** (hereinafter referred to as "School Board") located in Gilchrist County, Florida and **GILCHRIST COUNTY SHERIFF'S OFFICE** (hereinafter referred to as "SHERIFF'S OFFICE"), of 9239 South US 129 / Trenton, Florida 32693.

**WITNESSETH:**

**I. PURPOSE OF THIS AGREEMENT:**

- A. The School Board and the Sheriff's Office are mutually committed to cooperate in the development of programs designed to provide an educational service to minors who have not graduated from high school and eligible students with disabilities under the age of 22 who have not graduated with a standard or equivalent diploma who are detained in Gilchrist County Jail. Because each agency has specific statutory responsibilities and resources to provide for the needs of these minors, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured. The Superintendent of the School Board and the Sheriff's Office hereby pledge to develop and support educational initiatives that will facilitate the more effective and efficient delivery of services for minors detained in Gilchrist County Jail.
- B. The purpose of this Agreement is to ensure that in the implementation of applicable provisions of Florida's Educational Statutes and Rules, the School Board is the responsible agency and exercises general authority over all educational programs within the county.
- C. This Agreement also ensures that the School Board and the Sheriff's Office shall cooperatively plan for the provision of education to all minors who are eligible and in need of such services.

**II. JOINT ROLES AND RESPONSIBILITIES:**

- A. The Sheriff's Office and the School Board agree that stated purposes can be achieved only through communication and provision of educational services to these youths.
- B. To accomplish this goal, the agencies mutually agree to:
  1. Assign staff to exchange pertinent information regarding youth under the age of 22 assigned to jail.
  2. Monitor and effectively implement State legislation as mandated in Section 1001.42(4)(n), Florida Statutes.
  3. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.
  4. Disseminate this Agreement to appropriate personnel in each agency.
  5. Employ personnel that will comply with guidelines established by each agency.

**III. THE SHERIFF'S OFFICE AGREES TO:**

- A. Establish procedures for informing the School Board when a youth under the age of 22 is assigned to the jail.
- B. Provide a classroom space, including utilities and maintenance to house the educational program.
- C. Provide protection to the School Board personnel assigned to the facility during classroom activities.
- D. Provide specific procedures for out-of-control students.
- E. Appoint an individual to have primary responsibility for implementing this Agreement.

**IV. THE SCHOOL BOARD AGREES TO**

- A. Provide a free appropriate public education for students incarcerated at Gilchrist County Jail, consistent with all State and Federal rules, regulations and laws.
- B. Furnish all books and supplies for inmates.
- C. Implement an educational program that meets the individual needs of eligible youth placed in Gilchrist County Jail.
- D. Employ and supervise qualified instructional staff to provide the educational program.
- E. Participate in any communication between Gilchrist County Jail and incarcerated youth required to maintain the educational program.
- F. Coordinate all activities leading to the identification of and educational services for eligible students with disabilities.
- G. Maintain educational records, including all required Exceptional Student Education records.
- H. Issue required progress reports and report cards as designated in the school calendar.
- I. Appoint an individual to have primary responsibility for implementing this Agreement.

**V. CONFIDENTIALITY**

EACH AGENCY will protect the rights of eligible students detained in the Gilchrist County Jail with respect to records created, maintained and used by public institutions within the state. It is the intent of the Agreement to ensure that parents, students and clients have the rights of access, the 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. Necessary information will be shared among the agencies.

**VI. INTERAGENCY DISPUTES**

IN INSTANCES of interagency conflict, differences shall be resolved in accordance with the following Mediation or conflict Resolution Procedures:

- 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 within forty-five (45) days of receipt of the notice of conflict.
- C. Upon resolution of the conflict, a joint communiqué, so indicating, will be developed and disseminated by a representative from each agency.
- D. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution.
- E. Upon resolution of the conflict, a joint communiqué, so indicating will be developed and disseminated by each agency head.
- F. Should further action be required, a report from both agencies will be submitted to the State agency heads for a resolution.
- G. A written response, which includes proposed solutions to the conflict, shall be provided by the head of the receiving agency within forty-five (45) days of receipt of the notice of conflict.

**VII. TERMS OF AGREEMENT; RENEWAL; MODIFICATION**

THIS AGREEMENT shall become effective on the 6th day of July, 2021 and shall continue in effect through the 30<sup>th</sup> day of June, 2023. Renewal or modification of this agreement shall be made only in writing, and by the written consent of both parties. Any such written renewal or modification shall be

attached to this initial agreement, and shall be dated and signed by both parties. The terms of this agreement may be canceled by a thirty (30) day written notice by either party to the other.

**VIII. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:** As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR, Part 85, Section 85.105 and 85.110:

- A. The supplier (contractor) certifies that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by a Federal department or agency;
  2. Have not within a three (3) year period preceding in this RFBP been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violations of Federal or State antitrust statutes or commission of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of paying Federal funds or will pay Federal funds by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a grant, the entering into any cooperative agreement, and the extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.
  4. Have not within a three (3) year period preceding this RFBP had one or more public transactions (Federal, State or Local) terminated for cause or default.

**IX. NOTICE REQUIREMENT:**

NOTICES required or authorized under this agreement shall be sent by certified or registered mail, return receipt requested to:

For School Board: James A. Surrency, Superintendent  
Gilchrist County School Board  
310 NW 11<sup>th</sup> Avenue Trenton, Florida  
32693 Telephone: (352) 463-3200

For Sheriff's Office: Robert D. Schultz, III, Sheriff  
9239 South US 129  
Trenton, Florida 32693  
Telephone: (352) 463-3410

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**SCHOOL BOARD OF GILCHRIST COUNTY,  
FLORIDA**

BY: \_\_\_\_\_  
SUSAN OWENS, CHAIR

ATTEST:

\_\_\_\_\_  
JAMES A. SURRENCY, SUPERINTENDENT AND SECRETARY TO THE BOARD

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ROBERT D SCHULTZ, III, SHERIFF

\_\_\_\_\_  
WITNESS