



Nolan M. Fields IV

Assistant District Attorney | Civil Division
Tulsa County District Attorney's Office
500 South Denver Avenue, Tulsa, Oklahoma 74103
(918) 596 - 4900 | nfields@tulsacounty.org

TO: Board of County Commissioners
Karen Keith, Chairman
Stan Sallee
Ron Peters

DATE: March 21, 2019

REFERENCE: Agreement with Tulsa Public Schools Providing Educational Services to
Qualified Residential Students Placed in the David L. Moss Criminal
Justice Center

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. The District has already executed this Agreement and it is being presented for your review and approval. Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads 'Nolan M. Fields IV'.

Nolan M. Fields IV
Assistant District Attorney

CC:
Josh Turley, TCSO Risk Manager

AGREEMENT

THIS AGREEMENT is made this 1st day of July, 2018 by and between **INDEPENDENT SCHOOL DISTRICT NO. 1 OF TULSA COUNTY, OKLAHOMA, a/k/a TULSA PUBLIC SCHOOLS ("District")**, and **TULSA COUNTY SHERIFF'S OFFICE ("Sheriff's Office")** operating the **DAVID L. MOSS CORRECTIONAL FACILITY ("DLM")**.

RECITALS:

A. The Sheriff's Office operates DLM within the District's boundaries. The Sheriff's Office desires to obtain the District's educational services for qualified residential students placed in DLM. The District desires to provide educational services to qualified residential students placed in DLM.

NOW, THEREFORE, the parties agree as follows:

1. The District agrees to provide educational services at DLM to all qualified residential students for whom a homebound placement is determined to be the least restrictive environment.
2. Procedural safeguards shall be followed for eligible children with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA), which includes the requirements for individualized education programs (where applicable) and placement in the least restrictive environment, and with Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act. For disabled students, DLM shall provide the District with the current individualized education program (IEP) or Section 504 Plan (504 Plan), if any, prepared by the student's school district of residence, prior to the student's admission to the District's program. The instructional program for each disabled student shall be in accordance with the provisions of his or her IEP or 504 Plan. DLM may have a representative present at the IEP or Section 504 team meeting to advise the team of any concerns or information DLM has to offer regarding the student's educational needs and eligibility for related services. A Surrogate parent shall be provided by the District and represent the student's educational needs on the IEP or 504 Plan when the student is in DHS custody. Students who are English Language Learners (ELL) shall be afforded assessment and program modifications as indicated under the Office of Civil Rights, U.S. Court of Appeals, 7th Circuit, which includes identification, assessment and program modifications.
3. For any qualified residential students who are not residents of District, District personnel shall notify the student's school district of residence immediately upon finding that the student requires special education and related services. District staff will notify the student's school district of residence of the time, date and location of meetings for the purpose of planning the student's IEP and subsequent reviews. Sheriff's office staff and District staff shall coordinate with the student's school district of residence as necessary to develop the student's IEP.
4. Within five (5) school days of admittance, a team of professionals shall review the education needs of each qualified residential student participating the District's educational services at DLM. The purpose of this review is to determine the student's educational needs and to develop an Individualized Educational Plan (IEP) consistent with state and federal laws and regulations. The professional team shall include a teacher or appropriately qualified educator representative and be under the directions of the District's Director of Alternative Education or designee. The District's Director of Alternative Education or designee and a Sheriff's office representative shall develop a procedure to permit team members to communicate their recommendations and other relevant

information to Sheriff's office staff on a regular basis. If the student has an IEP or Section 504 Plan, the IEP or Section 504 Plan will serve as basis for the student's Individualized Learning Plan. (ILP). Each student's Individualized Learning Plan will describe the appropriate grade level curriculum, strengths, needs, career goals, instructional time and education setting for the student based on his or her individual needs, with the aim of enabling the student to progress toward participation in a full day education program. Each student's Individualized Educational Plan (IEP) shall be implemented no later than ten (10) days from his or her admittance and will be reviewed periodically thereafter. Each student's Individualized Learning Plan (ILP) shall be implemented on the fifth (5) day from his or her admittance to the program and will be reviewed periodically thereafter.

5. The District shall initially provide a half-time (.5) special education teacher, and two (2) regular education teacher, appropriately certified by the Oklahoma State Board of Education to provide educational services to qualified residential student at DLM. The District will consult with DLM before placing any new teacher at DLM. The District may elect to employ additional certified personnel to provide consultative service to students with disabilities in DLM. The District will periodically reevaluate the number of teachers required in light of the number of qualified residential students in DLM program. The District has the right to unilaterally reduce the number of teachers provided at the DLM facility if the District determines that educational services can be appropriately provided with fewer teachers. Compensation, including wages and fringe benefits, shall be provided to teachers assigned to DLM at the same rate and under the same condition as provided to other teachers employed by the District. Notwithstanding the foregoing, the District shall ensure that the ratio of teachers to students at each DLM site at all times complies with applicable federal and state law and regulations.

6. The District will make every reasonable effort to provide a substitute to cover classes during the absence of a teacher assigned to DLM. The staff assigned to DLM shall constitute a decision of the District but are subject to a background exam by the Sheriff's office.

7. Staff supplied by the District shall be evaluated by a District administrator. The evaluation process shall include the input of Sheriff's office assigned representative(s). In particular, Sheriff's office assigned representative(s) shall provide the District's designee with information regarding the teacher's compliance with Sheriff's office regulations, treatment team attendance, interactions with Sheriff's office staff and general classroom structure. District staff members assigned to DLM will cooperate with DLM personnel to ensure the smooth functioning of the District's education programs as part of the overall Sheriff's office program. Failure of District staff assigned to DLM to comply with applicable Sheriff's office regulations may result in reprimand or other disciplinary action by the District, up to and including transfer, dismissal or nonrenewal.

8. The Sheriff's office shall provide appropriate facilities and classroom space in which District personnel can provide education services to students. The classroom facilities shall meet accreditation standards of the State Board of Education for educational services and other existing applicable standards. The parties will comply with applicable safety and health standards.

9. The District shall provide current textbooks, workbooks, teacher guides, and other material of the nature and type utilized in the District's schools. In the event specialized instructional materials are requested, designated representatives of the District and Sheriff's office shall meet to discuss the materials requested, the relationship of the materials to the educational offering to student at DLM, and whether an agreement can be reached regarding the sharing of costs for specialized

material. Absent a cost-sharing arrangement approved by both parties, the District has no obligation to furnish special materials not otherwise used or required by the District in its schools.

10. The Sheriff's office will supply non-instructional material, including pencils, erasers, paper, crayons, tape, glue and similar material. The Sheriff's office shall also be responsible for providing and maintaining all classroom equipment including, but not limited to student and teacher desks, chairs, chalkboards and similar equipment. Additionally, the Sheriff's office shall provide District staff access to a copier, typewriter and computer with Internet access and to the office equipment generally available to Sheriff's office staff.

11. The District shall assume the responsibility for the development and supervision of curriculum taught at DLM under the direction of the District Administrator.

12. The Sheriff's office and District administration will develop a discipline policy and procedure outlining suspension, time-out and detention procedures. The District will provide classroom management with assistance from DLM in severe disciplinary situations. At District's request, the Sheriff's office will remove disruptive students from the classroom. The Sheriff's office will provide management for outside-of-classroom suspension, time-out and detention during school scheduled time.

13. Teachers will record student grades, daily attendance, absences and withdrawals in accordance with District board policy. Students shall earn credit for classes in which they are enrolled in the same manner as other students within the District. The District is responsible for making all reports, if any, required to be made to the Oklahoma State Department of Education or any other applicable authority. A local Educational Plan for educational services shall be developed and implemented in accordance with the mission and goals of the District and DLM Facility. DLM agrees to provide a locking storage cabinet to which District personnel will have sole access for the storage of student records. The District shall meet monthly (or as otherwise deemed feasible by the District) with the DLM to discuss the facility's operations and the educational needs of the students in an attempt to communicate about issues and to resolve issues raised by either party.

14. The Sheriff's Office shall assign specific clerical staff to coordinate enrollment information between DLM and the District, and the Sheriff's Office /DLM shall complete all necessary paperwork related to certifying the residency of students placed in DLM so that District may receive financial reimbursement for students as well as obtaining any necessary special education records from other school districts attended by students. Sheriff's Office / DLM personnel will complete and provide the District with daily enrollment forms, discharges, withdrawals and other paperwork necessary for the District to secure financial reimbursement from the State of Oklahoma and other sources. All enrollment forms should be forwarded to the Enrollment and Student Information Registrar at the time of admission or if the admission is after 3:00pm, the enrollment forms should be forwarded by 10:00am the following morning. Sheriff's Office /DLM agree to abide by all the rules and regulations issued by the State Department of Education related to certification of the residence of students and their attendance in the District's educational program. Sheriff's office / DLM agree to abide by all rules and regulations issued by the State Department of Education and specified by the District, including the District's Policies and Procedures for Special Education. Sheriff's Office / DLM shall certify the placement of all students to DLM to District and shall take any steps necessary to assure attendance of students at the daytime educational program provided by the District.

15. Sheriff's office personnel are required to maintain the same level of confidentiality concerning information about student as is required of District personnel. Sheriff's office personnel will maintain and release student data or records in their possession as required by Federal and State law and District policy, regulations and guidelines. This shall include, but is not limited to, the Family Educational Rights and Privacy Act. The State of Oklahoma Standard Form – Consent for Release of Confidential Information – shall be utilized when appropriate to expedite the exchange of student records.

16. The undersigned individuals warrant and represent that they are authorized to execute this Agreement, and by executing this Agreement, bind their heirs, legal representative, successors, agents and principals forever.

17. The term of this Agreement shall begin on the first school day of the 2017-2018 school year and shall terminate on the last day of the fourth quarter of the 2018-2019 school year.

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18. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

19. In case any one or more of the provisions in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be governed by, interpreted and construed in accordance with the procedural and substantive laws of Oklahoma.

20. The parties shall conduct their relationship and perform their duties under this Agreement in full compliance with applicable federal, state, and local laws, regulations, and ordinations.

21. This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof and no other agreement, statement or promise related to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

Executed the day and year first written above.

INDEPENDENT SCHOOL DISTRICT NO. 1
OF TULSA COUNTY, OKLAHOMA, a/k/a
TULSA PUBLIC SCHOOLS

BY: _____

Suzanne Schreiber, President
Board of Education

Approved as to form RMG

"DISTRICT"

BOARD OF COUNTY COMMISSIONERS on behalf of the
TULSA COUNTY SHERIFF'S OFFICE

BY: _____

Name: _____

Title: _____

Chairman

Approved as to form:

Nolan M. Fields IV

Asst. Dist. Attorney 3-21-19