

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE WEDNESDAY, July 21st, 2010 AGENDA

DEPARTMENT: SHERIFF

REQUESTED BY: Captain Gene Bradley x7367

REQUISITION NO.: N/A

REQUISITION SHEET ATTACHED: YES X N/A

NAME OF FUNDS: N/A NO COST TO COUNTY

FUND NUMBERS: N/A

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? _____ YES NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: TWO
ONE

AGENDA ITEM READS AS FOLLOWS:

Contract between the Oklahoma City Public School System and the Oklahoma County Sheriff's Office. This contract will continue to provide education to the juveniles that are currently incarcerated in the Oklahoma County Detention Center.

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: _____ YES _____ N/A

COUNTY CLERK: RC YES _____ N/A

Indicate any privacy-protected information that exists _____

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____ APPROVED BY: _____

CHAIRMAN

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 7/7/2010

COUNTY DEPARTMENT MAKING REQUEST: Sheriff

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Review the contract between the Oklahoma City Public School system and the Oklahoma County Sheriff's Office. This contract will continue to provide education to the juveniles that are currently incarcerated in the Oklahoma County Detention Center.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

John W. [Signature]
COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: 7/8/10

REPLY BY DISTRICT ATTORNEY: Reviewed.

RECEIVED
JUL 08 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY
By: [Signature]
2010 JUL -9 - 1-42
STATE OF OKLAHOMA
RECORDED OR FILED
OKLAHOMA COUNTY

PENDING APPROVAL

CONTRACT FOR EDUCATIONAL SERVICES
RESIDENTIAL TREATMENT PROGRAMS
NON-HOSPITAL SETTINGS

Contractor: BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA
COUNTY/ OKLAHOMA COUNTY SHERIFF
COUNTY DETENTION CENTER
201 North Shartel
Oklahoma City, Oklahoma 73102

Project Names/Locations: COUNTY DETENTION CENTER (#804)
201 North Shartel
Oklahoma City, Oklahoma 73102

Fiscal Year: July 1, 2010 to June 30, 2011

This Contract for Educational Services ("Contract") is entered into by and between Independent School District No. 89 of Oklahoma County, Oklahoma ("District") and the Contractor named above for the specific Project set forth above. The following terms and conditions shall apply to this Contract:

1. **Students to Whom Services are Provided:** District shall provide educational services for the School Year set forth above to those eligible and qualified students placed in the Project operated by Contractor at Contractor's facility which are more fully described in Attachment A. The number of students to whom District will provide educational services is limited by the information set forth in Attachment A as well as the limitations set forth in Section 1-113 of Title 70 of the Oklahoma Statutes. Eligible and qualified students shall be those students who are identified by Contractor as meeting the established purpose of the Project as set forth in Attachment A. It is understood by the parties that some students admitted to the Project may be qualified as special education students as defined by the Individuals with Disabilities Education Act ("IDEA") and that District will be the local education agency ("LEA") for all such students in the Project. It is further understood by the parties that all students who are residents of the State of Oklahoma who are placed in the Project shall become residents of the District for such time as the student resides at the Project which is a residential facility.
2. **District's Obligations:**
 - a. **Educational Plans:** District shall develop an appropriate educational plan for each non-special education student. Such educational plan shall be developed with input from Project's staff and/or representatives as necessary. Educational plans shall describe the appropriate curriculum, instructional time, and educational setting based

PENDING APPROVAL

on the individual needs of each child. An educational plan shall be in effect no later than seven (7) days from enrollment of the student.

- b. IEP's: District will implement, or if necessary, develop or revise an Individual Education Program ("IEP") for any eligible student under the IDEA. IEP's shall be written as required by federal and state law and regulations and shall include special education services and any related services identified as necessary for the student.
- c. Educational Services: District shall provide educational services for a minimum of three (3) hours per regularly-scheduled school day according to District's school calendar, unless otherwise provided in Attachment A or an individual student's IEP. Exceptions to the minimum hours of instruction shall be for verifiable cause only and shall be approved by District's Administrator for Extended Educational Services ("EES"). District may provide educational services through online programs rather than through direct in-person instruction by District's teachers.
- d. Funding: In consideration of the educational services to be provided by District and pursuant to Sections 1-113 and 18-110 of Title 70 of the Oklahoma Statutes, District shall be entitled to receive any and all state and/or federal aid, including any out-of-home placement pupil weight, for students enrolled in the Project who are residents of the State of Oklahoma. In addition, District shall be compensated by Contractor at the rate of One Hundred Fifty Dollars (\$150.00) per day for each student who is enrolled and receiving educational services who is not a resident of the State of Oklahoma.
- e. Teachers: District shall provide the number of teachers necessary for the educational services based on the number of students enrolled in the Project and the hours of instruction to be provided to each enrolled student. District shall be responsible for the costs of all salaries, benefits, and expenses associated with the teachers assigned to the Project. District may determine to increase and/or decrease the number of assigned teachers depending on the number of students enrolled in the Project, available classroom space, behavior and/or disabilities of students enrolled, and other factors as deemed appropriate by the District. The particular teacher and the number of teachers shall be a decision solely reserved to the District. When necessary, the District will attempt to provide substitute teachers during the absence of regularly-assigned teachers and will assign substitute teachers in the same manner as substitute teachers are assigned in District's schools. District's teachers shall be evaluated by District with input from the Project's representative, particularly as to the teachers' compliance with the Project's regulations and requirements.
- f. Educational Materials: District shall purchase and provide textbooks, workbooks, teacher guides, and other educational materials of the nature and type utilized in District's schools. District shall have no obligation to furnish or provide any special

PENDING APPROVAL

materials not otherwise used in or required by District's schools. All textbooks, materials, equipment, and/or furniture purchased by District for use in the Project shall be identified as District property and shall remain District property at all times, including after termination of this Contract.

- g. Curriculum and Attendance: District shall be solely responsible for determining and implementing the appropriate curriculum to be taught in the Project and shall be responsible for recording student enrollment, days on roll, student absences, and student withdrawals in accordance with District's policies.
- h. Student Discipline: District's policies regarding discipline shall be in force within the classroom unless the District's Administrator for EES and the Project representative develop and implement alternative procedures relating to suspension, time-out, and detention procedures which are unique to the Project.
- i. Student Records and Confidentiality: District's teachers and other personnel shall maintain the confidentiality of students' records and other personally identifiable information as required by law. District personnel shall maintain such data and records on students as are required by law, regulation, or policy.
- j. Reporting: District shall be responsible for making all reports, if any, required to be made to the Oklahoma State Department of Education or any other applicable authority.
- k. Additional Services: District agrees to provide those additional services set forth in Attachment B, if any, according to the terms and conditions set forth in Attachment B.

3. Contractor's Obligations:

- a. Student Materials and Supplies: Contractor shall provide and supply to students non-instructional material such as pencils, erasers, paper, and similar types of material necessary for instruction.
- b. Classrooms and Bathrooms: Contractor shall provide adequate space to be used as classrooms and shall provide necessary equipment and furniture in classrooms. Classrooms shall be equipped with student and teacher desks, secure file cabinets, chairs, chalkboards, and similar types of equipment necessary for instruction. All equipment and furniture purchased by Contractor shall remain Contractor's property at all times, including after termination of this Contract. Classrooms shall be free of asbestos and shall be smoke-free facilities. Contractor shall be responsible for maintenance and cleaning of all classrooms. Contractor shall be responsible for providing access for students and teachers to clean and sanitary lavatories/bathrooms.

PENDING APPROVAL

- c. Office Equipment: Contractor shall make a fax machine, copier, and typewriter accessible to District's teachers who are assigned to the Project and shall generally make other necessary office equipment available as needed.
- d. Contractor's Staff: Contractor shall provide and pay all compensation and benefits for the number of aides and/or techs set forth in Attachment A.
- e. Notices Regarding District Staff: Contractor shall notify in writing the Administrator of EES of any District employees' acts or omissions which are unprofessional, inadequate, or in violation of the rules, regulations, and/or policies of District or Contractor.
- f. Student Discipline: Contractor shall assist with providing classroom management, including the removal of disruptive students from the classroom when necessary and in-class supervision of students identified as potentially violent. Contractor will provide management for suspensions from the classroom, time-outs, and detentions.
- g. Clerical Staff and Student Records: Contractor shall assign specific clerical staff to coordinate enrollment information between the Project and the District and shall complete all necessary paperwork related to certifying the residency of students placed in the Project 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. Contractor shall provide secure storage for student records and shall maintain the confidentiality of student records as required by law.
- h. Liability Insurance and Indemnification: Contractor shall furnish to District a Certificate of Liability Insurance which names District as an additional insured. Contractor shall maintain throughout the duration of this Contract liability insurance with minimum amounts as set forth in the Oklahoma Governmental Tort Claims Act. The Certificate of Liability Insurance shall require at least ten (10) days notice to District before cancellation of coverage for any reason.
- i. Payment: Contractor shall pay to District the sum of One Hundred Fifty Dollars (\$150.00) per day for all students placed in the Project who are not residents of the State of Oklahoma. Such payment shall be made no later than forty-five (45) days after receipt of an invoice from District.
- j. Medicaid: To the extent applicable, Contractor shall be responsible for billing for its services, including any billing for Medicaid-eligible services provided to students.

PENDING APPROVAL

k. Additional Services: Contractor shall be responsible for any additional services provided to students which are not specifically agreed to be provided by District in this Contract or Attachment B.

4. **Term of Contract and Termination:** This Contract shall be effective for the fiscal year set forth above unless earlier terminated by either party. The Contract may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party.

5. **Miscellaneous:**

a. Enforcement: The prevailing party in any action arising out of this Contract will be entitled to the costs of the action and its reasonable attorneys' fees in an amount determined by the court.

b. Amendment: This Contract constitutes the entire agreement between the parties and may not be modified, changed, or varied except by a written instrument signed by the parties.

c. Construction: This Contract shall be interpreted and construed according to the laws of the State of Oklahoma, and venue for any action arising out of this Contract shall be in Oklahoma County, Oklahoma.

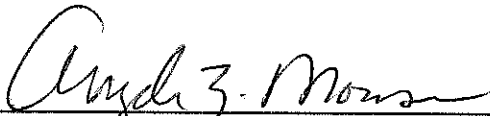
Approved as to form and legality:



Associate General Counsel


Date: 6-10-10

Approved by District's Board of Education on July 1, 2010




Chairperson, Angela Z. Monson

"Contractor"



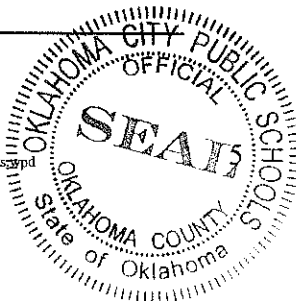
(Signature)

Attest:



Clerk of Board of Education

OK CO SHERIFF
(Title)



PENDING APPROVAL

ATTACHMENT A

Type of Student:

<u> X </u>	<u>Regular</u>
<u> X </u>	<u>Special Education</u>
<u> </u>	<u>Homeless</u>
<u> </u>	<u>Weapons Violations</u>
<u> </u>	<u>Substance Abuse</u>
<u> </u>	<u>Substance Violations</u>
<u> </u>	<u>Sexual Offenders</u>
<u> X </u>	<u>Adjudicated Youth</u>
<u> X </u>	<u>Other Adolescents incarcerated in adult jail as required by State Statue</u>

(identify)

Grade Levels:

<u> </u>	<u>K - 5</u>
<u> </u>	<u>6 - 8</u>
<u> X </u>	<u>9 - 12</u>
<u> </u>	<u>Other</u>

(identify)

Referred To Facility By:

<u> </u>	<u>School District</u>
<u> X </u>	<u>Court</u>
<u> </u>	<u>State Agency</u>
	<u>(Name of State Agency)</u>
<u> </u>	<u>Doctor/Psychologist</u>
<u> </u>	<u>Admitted to Facility by Parent/Guardian</u>
<u> X </u>	<u>Other Law Enforcement</u>

(identify)

Description of Facility/Project: Residential detention center (lock-down) for adjudicated youth.

Range of Anticipated Students Per Day: 14

Number of Techs/Aides (Contractor): 2

PENDING APPROVAL

ATTACHMENT B **ADDITIONAL SERVICES**

If checked, District agrees to provide the following additional services according to the terms and conditions set forth herein:

- N/A** Meals: District agrees to provide meals, specifically breakfast and lunch, for any student referred to and/or placed by District in the Project/Facility. District shall provide those meals that are provided to other District students in District-owned and/or operated facilities. District shall be entitled to receive any compensation and/or reimbursement for meals provided to students from any applicable source. Contractor agrees to provide a place for students to eat meals provided by District.
- N/A** Transportation: District agrees to transport students who are referred to and/or placed in the Project/Facility by District to and from the Project/Facility.

PENDING APPROVAL

APPROVED this _____ day of _____, 2010.

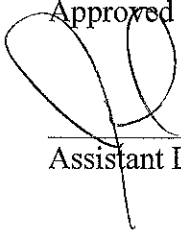
Board of County Commissioners
Oklahoma County, Oklahoma County

Chairman

Member

Member

Approved as to form and legality:



Assistant District Attorney

ATTEST: _____, Deputy
Carolynn Caudill, County Clerk