

██████████ v. Polk County School Board
Case No: ██████████

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Mediation Agreement

The parties hereby agree to the following:

1. The District agrees to ensure that all children housed in the Polk County Jail, regardless of classification or status, will be provided with a full instructional day in accordance with state requirements for all other students, consisting of 300 minutes of daily classroom instruction. The school year will be equivalent to 180 days per year of direct classroom instruction for direct file students and 240 days per year of direct classroom instruction for pre-adjudicated juveniles.
2. The Parties agree that all teaching staff assigned to the Polk Central County Jail shall be dually certified in both regular and special education. The District agrees to make best faith efforts to ensure that all teaching staff assigned to the Polk Central County Jail will be dually certified in both regular and special education per state standards by the start of the 2013-2014 school year. If a teacher does not hold dual certification at the start of the school year, teachers should obtain dual certification within one year. Related service providers and paraprofessionals shall hold the appropriate certification per their discipline and profession.
3. The District agrees to ensure that all related service providers and all other support staff, including but not limited to, social workers, counselors, and psychologists shall have access to appropriate facilities for the implementation of direct services per the child's needs.

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4. The District agrees to implement positive behavior intervention supports (“PBIS”) within all classrooms at the Polk Central County Jail and that District staff are appropriately trained in that behavior system. The District shall provide counsel for the Petitioners with information regarding the nature and extent of all training in PBIS, the qualifications of the trainer, and the individuals trained within twenty (20) days of the first day of the 2013-2014. The District agrees to provide appropriate incentives for positive student behavior within the classroom which will not be deemed “contraband” per facility standards.
5. The District agrees to monitor student absences from the Polk Central County Jail school facility as follows: a) the District will formally verify all absences in writing through the use of an appropriate form to be provided to Petitioners’ counsel within twenty (20) days of the first day of the 2013-2014 school year; and b) provide notices to parents regarding truancy in accordance with standard school board policies.
6. All students shall be evaluated in the areas of math and reading upon entry into the Polk Central County Jail. The students will be instructed in the core curriculum which will be modified based upon grade level and the results of the intake assessments.
7. For all students with disabilities, an individualized education plan (“IEP”) meeting shall be held in accordance with the Individuals with Disabilities Education Act within ten (10) school days of the child’s entry into the Polk Central County Jail.
8. The District agrees to retain a transition coordinator for purposes of transition and reentry service planning and programming for all students at the Polk Central County Jail. The coordinator will be retained no later than twenty (20) days of the first day of the 2013-2014 school year.

9. The District agrees to revise its Memorandum of Understanding with the Polk County Sheriff's Office by October 30, 2013 to include the following:
 - a. The District owns and operates the portable classroom and the content of instruction;
 - b. All children will be provided access to 300 minutes of direct classroom instruction per day as required by law, regardless of classification or status;
 - c. All District staff and independent contractors shall have access to the classroom and supporting areas, subject to the Sheriff's background clearance process; and
 - d. The District will address providing appropriate incentives for positive student behavior within the classroom which will not be deemed "contraband" per facility standards.

10. The District shall retain an independent consultant to audit, monitor, and provide technical assistance in the running and operation of the Polk Central County Jail school facilities. The parties agree that the Department of Juvenile Justice ("DJJ") standards are appropriate to be applied in this regard to all students regardless of classification or status.

11. The parties agree that the District may retain a consultant currently employed by the DJJ to fulfill the terms of paragraph 10 under the following conditions:
 - a. The DJJ indicates that it has sufficient, qualified personnel to perform this role and to begin the process no later than October 30, 2013;
 - b. The DJJ has sufficient resources to participate in the monitor process for the term of this agreement;
 - c. Both parties will have equal access to the consultant who will provide quarterly reports regarding educational services.

12. The District will contact DJJ no later than August 23, 2013 to confirm that agency's ability to perform the tasks set forth under this agreement.
13. In the event that the DJJ is unable or unwilling to fulfill this role, the parties will select a mutually agreed upon individual to assume this responsibility at District expense.
 - a. On or before September 23, 2013, the parties will make a good faith effort to identify a mutually agreed upon individual.
 - b. The individual shall have knowledge of the DJJ standards and Florida Model Jail Standards with an educational background.
 - c. If the parties cannot agree upon an individual by September 23, 2013, the parties shall participate in mediation on or before October 15, 2013.
14. This Agreement will be in full force and effect for a period of two years from the date of full execution.
15. Individual Relief:
 - a. [REDACTED]
 - i. [REDACTED] will receive up to 50 hours of tutoring, paid for by the district, in the areas of reading and math to be utilized during the 2013-2014 school year at a rate of two hours per week, with the option of less or more hours when necessary. [REDACTED] will have the option of 50 additional hours for the 2014-2015 school upon review by the parties of data, progress, and assessments during the 2013-2014 school year. The tutor will be mutually agreed upon by the parties.
 - ii. [REDACTED] will be provided with a vocational assessment paid for by the district. The evaluator will be mutually agreed upon by the parties, by October 1, 2013. The assessment will be completed by June 1, 2014.



- b. [REDACTED]
 - i. [REDACTED] will be provided with a neuropsychological evaluation with recommendations provided by the district. The parties will agree upon the district employee to conduct the evaluation within five business days from today's date. The evaluation will be completed by September 1, 2013.

16. Other students

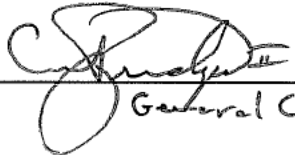
- a. Any students known to the Petitioner's counsel will be provided to the District within thirty (30) days of today's date. District will review the student's educational records and address any deficiencies within reasonable period of time. District will provide Petitioner's counsel with summary data report by January 15, 2014.
- b. Any students', not currently known to the Petitioner's counsel, who currently reside in Polk County, who were housed in the Polk Central County Jail for over ten (10) school days, since October 2011 to the present, educational records will be reviewed by the District for deficiencies and take any necessary corrective action by December 1, 2013. District will provide Petitioner's counsel with a summary data report that does not disclose any confidential information, by January 15, 2014.
- c. District will provide notification to parents as to any corrections to findings of deficiencies or compensatory education. Parents' rights or entitlement to due process are preserved.

17. Nothing in this agreement should be construed as a waiver of any students' rights to pursue claims for deficiencies or compensatory education not herein addressed by this agreement.

18. Attorney's fees.

The District agrees to pay fees in the amount of fifteen thousand dollars (\$15,000) to petitioner's counsel within thirty (30) days of today's date. Each party is to bear their own costs. Mediation costs of today's date will be divided equally between the parties. By entering into the Agreement, neither of the parties admits or denies any claim or defense that could have been asserted in this action. Furthermore, nothing set forth or contained in this Agreement is intended as, nor shall be deemed to be, an admission of any guilt or wrongdoing by any of the parties to this Agreement.

DONE AND AGREED this 8th day of August, 2013.



General Counsel, PCSB



Petitioner's Counsel



Parent



Parent

