

Cooperative Agreement With the School Board of Brevard County, Florida The Department of Juvenile Justice

The School Board of Brevard County (School Board) and the Department of Juvenile Justice hereinafter referred to as (DJJ) enter into this agreement effective upon the last signature date. The parties agree to the following:

I. Purpose

The School Board and DJJ are committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of children and youth served in juvenile justice settings.

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

The Superintendent of Schools and DJJ administrators within the county shall develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for children and youth served in DJJ settings including residential programs, detention centers, and youth under any non-residential supervision.

The purpose of this agreement is to ensure that in the implementation of applicable provisions of Florida's statutes and rules, the School Board is the responsible agency and exercise general authority over all education programs within the county.

This agreement also ensures that the School Board and the DJJ shall cooperatively plan for the provision of education and social services to all children and youth who are eligible and in need of such services. This agreement replaces and terminates any prior agreements between DJJ and the School Board in regards to matters covered by this agreement.

II. Roles and Responsibilities

DJJ and the School Board agree that the stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

To accomplish this goal, the agencies agree to

1. Assign staff to meet regularly to exchange pertinent information regarding agency regulations and policies.
2. Clarify agency responsibilities through a joint procedures manual.

3. Conduct joint facility needs, assessments, planning, implementation, and evaluation activities.
4. Encourage local staff and parent participation in planning, program development, and staffing.
5. Monitor and effectively implement state legislation concerning the education of students in DJJ settings.
6. Share applicable student/client information consistent with rules and regulations dealing with confidentiality.
7. Share the responsibility of providing technical assistance in the development, implementation, and evaluation of effective programs.
8. Disseminate this agreement to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the agreement.
9. Participate in a School Board/DJJ Workgroup. The Workgroup shall
 - a. Provide a liaison network between the two agencies.
 - b. Monitor the implementation of this agreement.
 - c. Receive and review questions concerning apparent conflicts in agencies regulations/policies and practices and recommend resolution.
 - d. Provide for the regular exchange of agency information.
10. The Agencies shall offer virtual school courses to students.
11. Share responsibility for addressing needs identified in QA reports for education.

Responsibilities of DJJ

To implement this agreement, DJJ shall

1. Receive and utilize technical assistance from the School Board regarding the development and implementation of any rules/policies developed by DJJ pertaining to the provision of educational programs for students in DJJ or DJJ-supported facilities in a manner consistent with state and federal laws, rules, and regulations.

2. Receive and utilize information regarding educational best practices for students in DJJ or DJJ-supported facilities disseminated by the Florida Department of Education, Bureau of Exceptional Education and Student Services.
3. Provide early notice to school districts regarding the siting of new juvenile justice facilities, consulting with school districts regarding the types of students expected to be assigned to commitment facilities for educational planning and budgeting purposes, notifying in writing to the Department of Education when a request for proposal is issued for the construction or operation of a commitment or detention facility anywhere in the state, notifying in writing the appropriate school district when a request for proposal is issued for the construction or operation of a commitment or a detention facility when a county or site is specifically identified, and notify the school district superintendent after the award of a contract for the construction or operation of a commitment or detention facility within that school district.
4. Participate and assist in the monitoring and evaluation of programs for students served in DJJ settings to ensure compliance with applicable state and federal laws, rules, and regulations.
5. For each student exiting a DJJ facility, develop transition plan, jointly, involving a representative of the Board in planning for the student's next placement.

Responsibilities of the School Board

To implement this agreement, the School Board shall

1. Furnish adequate classroom teachers and teacher assistants at DJJ facilities at which School Board personnel provide direct instruction; substitute teachers, if available, will be provided when the regular classroom teacher is absent.
2. Implement a 240 day instructional program with highly qualified staff members.
3. Furnish textbooks and classroom teaching supplies to DJJ facilities at which School Board personnel provide direct instruction.
4. Provide a direct line administrator responsible for staff supervision, training, curriculum design, and program implementation; this staff administrator will also ensure compliance with Department of Education (DOE) rules and regulations pertaining to alternative education programs.
5. Disseminate information about and assist in the development and adoption of promising educational practices for students in DJJ or DJJ-supported facilities.
6. Coordinate activities for the identification, location, and evaluation of all children served in educational programs in DJJ settings.

7. Provide general supervision of educational services through
 - a. A review of the procedures documents for providing education programs to determine compliance with provisions of the agreement and applicable State Board of Education rules.
 - b. Monitoring and evaluating education programs provided for students by or through DJJ-supported facilities to ensure compliance with Florida Statutes, applicable federal laws, rules, and regulations.
8. Provide technical assistance to DJJ in the development, coordination, and review of personnel training needs for contracted staff responsible for providing education and related services to students in DJJ or DJJ-supported facilities.

III. Administrative Procedures

Timelines

This cooperative agreement shall become effective July 1, 2009, with the signature of the School Board and DJJ and will continue for a period of five (5) years. This agreement will be reviewed annually, and either party may request amendments at such time as the agreement is reviewed. Any proposed amendments or modifications shall be submitted in writing by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any amendments shall become effective only if agreed to in writing observing all the formalities of this agreement.

Confidentiality

Each agency will protect the rights of students and juvenile justice youth 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 juvenile justice youth 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 student information will be shared between agencies in accordance with Florida Statutes.

Notice Provision

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provision of the paragraph.

To the School Board:

Superintendent
School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940

Principal of Alternative Sites
School Board of Brevard County
20 S. Wickham, 2nd Floor
Melbourne, FL 32904

To DJJ:

Cathy Lake, Chief Probation Officer
18th Circuit Coordinator
3880 South Washington Ave., Suite 156
Titusville, FL 32780

Indemnification Clause

Both parties shall assist in the investigation of injury or damages either for or against either party pertaining to their respective areas of responsibility or activities under this contract pursuant to Florida Statute and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

Authority

Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

Each agency specifies by position the persons who have primary responsibility for implementing and signed the agreement.

IV. Allocation of Resources

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

DJJ agrees to

1. Maintain responsibility and make final decisions for youth while not in the educational programs relative to student care, to include security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services, and supervision of youth.

2. Work jointly with educational personnel on matters relative to discipline and educational programming during instruction process.
3. Provide facilities, including utilities and maintenance, to house the educational program,

The School Board agrees to

1. Provide a free appropriate public education, including but not limited to academic, career, and special education services as appropriate for students 5 to 18 years of age, consistent with all state and federal rules, regulations, and laws. The number of student estimated to be enrolled is as follows:

Juvenile Detention Center	60
Frances Walker Halfway House	32
Brevard Group Treatment Home	32
Space Coast Marine Institute	35
Rainwater for Girls	21

2. Purchase and maintain materials, equipment, and supplies used in the students' educational program.
3. Disseminate information about and assist in the development and adoption of promising educational practices for students in DJJ or DJJ-supported facilities.
4. Coordinate activities for the identification, location, and evaluation of all children served in educational programs in DJJ settings.
5. Provide general supervision of educational services through
 - a. Review of the procedures documents for providing educational 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 DJJ-supported facilities for students to ensure compliance with Florida Statutes, applicable federal laws, rules, and regulations.
6. Provide technical assistance to the DJJ in the development, coordination, and review of personnel training needs for staff responsible for providing education and related services to students in DJJ or DJJ-support facilities.

7. Provide at least 95% of FEFP funds to be spent on instructional costs and 100% of the formula based categorical funds to be spent on appropriate categoricals such as instructional materials. F.S. 51003.51 (2)(g)

V. Educational Evaluation

DJJ and the School Board agree to

1. Develop an integrated assessment process to ensure that all youth, including students with educational exceptionalities and special needs, (Limited English Proficient) 504 Rehabilitation Act are evaluated for the purpose of determining the most appropriate educational, residential, and treatment programs.
2. Collaboratively define assessment protocols for intake, service implementation, and transition planning.
3. Collaboratively define and implement evaluations of treatment and educational services.
4. Brevard Public Schools referral and evaluation and reevaluation process will be followed. Brevard Public Schools staff will administer appropriate evaluation measures as determined by the Child Study Team.

VI. Curriculum and Instruction

DJJ and the School Board agree to ensure that

1. The education, treatment, and residential programs are integrated.
2. Educational services follow a defined curriculum appropriate to the student's age and identified needs and are consistent with the DJJ or DJJ-supported facility's length of program services.
3. Instructional delivery methods are appropriate for the target student population.
4. Pre-test and post-test measures for content areas are available and utilized.
5. All youth have an individually prescribed, integrated treatment/education plan and are expected to meet academic and vocational goals identified in plan.
6. The courses offered are in accordance with the Florida Course Code Directory. All academic and vocational courses are offered based on identified needs of students and review of previous transcripts.
7. General Education Diploma (GED) prep courses and the GED Exit Option Program are available to the students.

8. They will provide a 250-day instructional calendar, 10 days of which may be used for inservice training and planning.
9. Students will receive at least the FEFP requirement of 25 hours of weekly instruction. Direct instructional time for attendance will be recorded daily.

VII. Classroom Management and Attendance

DJJ and the School Board agree to ensure that

1. There is a written common discipline plan for the educational and treatment programs agreed to by the Superintendent of each facility and the Director of the educational program and between DJJ and the Board.
2. Specific procedures for out-of-control students and class attendance are included in each facility's operation manual.
3. All classes will be conducted with a minimum of one classroom teacher and one DJJ staff member. The classroom teacher is in charge of the classroom
4. DJJ is responsible for safety and security of students and educational personnel.
5. All students will be required to attend class in accordance with School Board policy. (240 days and 25 hours/week).
6. They will work cooperatively in scheduling DJJ programs to minimize interference with school attendance.
7. They will follow the School Board-provided testing calendar for state tests. The specific test dates will be provided each August.
8. They will collaborate on the educational calendar, providing school days, in-service days and holidays. The approved DJJ calendar will be provided by July 1 each year.

VIII. Qualified Instructional Personnel

DJJ and the School Board agree to the following

1. Professionals instructing students are Florida certified and highly qualified, including Florida ESE certification or willingness to work toward Florida ESE certification, or provide evidence to the School Board that they have applied for Florida certification. The ratio of certified teacher to student shall be one to fifteen.
2. Instructional staff are assigned to dropout prevention activities relating to their specific duties and responsibilities as provided for in the School Board's approved Dropout Prevention Plan.

3. A plan will be developed for not highly qualified teachers to reach highly qualified status in core subject areas being taught.
4. Vocational instructors must apply to Brevard Public Schools for vocational certificate.
5. There is one Brevard Public Schools Administrator to oversee all DJJ school programs. A coordinating unit teacher provides support.
6. The Brevard Public Schools Administrator and the director of each facility consult on interviewing and employment of educational staff.

IX. Teaching Skills

DJJ and the School Board agree to the following

1. Jointly evaluate needs of instructional personnel to effectively serve juvenile delinquents.
2. Cooperatively develop and provide pre-service, in-service, and creative staff development programs. There are up to 10 inservice days identified in the approved DJJ calendar.
3. Support continuing education efforts by instructional personnel by making staff aware of training opportunities.

X. Transition

DJJ and the School Board agree to coordinate the preparation and planning necessary for student movement within and between programs involving educational, facility, and aftercare staff in addition to other appropriate personnel, significant others, and program or agency representatives. Transition is the driving force behind the youth performance contract and educational plan, where with emphasis is placed on change as opposed to compliance; that is, what the student learns at the facility is solidified so that he or she can apply that learning effectively on transition to home, school, and community.

DJJ and the School Board agree to ensure that

1. A specific transition program is in place at the facility and in the school system that identifies timelines and responsibilities of personnel.
2. A transition plan is developed for each of the students upon admission to the program, is incorporated into the performance contract, and is reviewed on a regular basis.
3. Transition planning involves educational, facility, and aftercare staff in addition to designated individuals from outside agencies and/or programs.

4. DJJ will notify the educational services provider thirty (30) days prior to a student's preparing to exit the program.
5. Student records (including educational records contained in the commitment transmission packet) will be accessed by the educational staff upon a student's entry into the program. Exit records including credits earned, grades in progress, pre/post assessment scores, FCAT scores, IEPs, IAPs, and portfolios will be documented by education staff.

XI. Student Records

Responsibilities of the School Board

To implement this agreement, the School Board shall

1. Make record request as identified in Quality Assurance Standards.
2. Register student in classes based on review of transcripts.
3. Maintain grade books including Sunshine State Standards checklists.
4. Enter grades into computer system at the end of each nine week period and semester. For youth exiting program prior to semester end, progress reports with grades or progress shall be completed and forwarded to the receiving school.
5. Transfer and receive records via the student's DJJ commitment packet or conduct an interagency transfer of records via school board and DJJ.
6. Prepare student records for transition to next educational placement.

To implement this agreement, DJJ shall

1. Ensure that all student records from previous schools attended shall be included in the youth's commitment package prior to entry into a DJJ facility.

XII. 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 grounds.
2. Staff from the receiving agency shall provide written response, which includes proposed solutions to the conflict, within forty-five (45) days of receipt of the notice of conflict.

3. Upon resolution of the conflict, a joint written statement indicating the resolution will be developed and disseminated by a representative from each agency.
4. Should further action be required, a report from each agency will be submitted to the appropriate agency heads for resolution.
5. Should further action be required to resolve conflict, state agency heads shall request an administrative hearing consistent with the procedures in section 120.57(1), F.S., the Administrative Procedures Act. The resolution of the all conflicting issues, while this agreement is in effect, will occur at the lowest level possible.

XIII. Safety and Support

Responsibilities of the DJJ

To implement this agreement, DJJ shall

1. Provide a safe and secure environment for all youth and personnel.
2. Investigate all safety violation incidents that arise.
3. Participate and assist in the monitoring and education programs provided by or through DJJ supported facilities to ensure compliance with Florida Statutes, applicable federal and state laws, rules, and regulations. (This statement in no way abrogates the School Board's responsibility in monitoring educational programs).
4. Implement recommendations made through the evaluation process.

Responsibilities of the School Board

To implement this agreement, the School Board shall

1. Monitor and evaluate education programs provided by or through DJJ-supported facilities to ensure compliance with Florida Statutes, applicable federal and state laws, rules, and regulations.
2. Make and implement recommendations made through the evaluation process.

XIV. Correction of Deficiencies

The agencies shall agree to jointly

1. Review facility Quality Assurance Report.
2. Determine action steps necessary to implement recommendations in the report.

3. Determine responsibility for each action step to be implemented.
4. Establish timeframes to implement recommendations.

XV. Other Provisions

Other provisions per section 1425 of the No Child Left Behind Act Public Law 107-110.
The parties agree:

1. where feasible, to ensure that educational programs in the correctional facility are coordinated with the student's home school
2. if the child or youth is identified as in need of special education services while in the correctional facility, to notify the local school of the child or youth of such need;
3. where feasible, to provide transition assistance to help the 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;
4. to provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the correctional 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;
5. to work to ensure that the correctional 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;
6. to ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
7. to the extent possible, to use technology to assist in coordinating educational programs between the correctional facility and the community school;
8. where feasible, to involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;
9. to 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 105-200, and vocational and technical education funds;

10. to 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

11. if appropriate, to work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

XVI. No Contact Orders and Zero Tolerance

DJJ and the School Board agree, pursuant to Section s.1006.13 F.S. following guidelines for ensuring that all children who have been found to have committed one or more of the enumerated felony offenses in section s.1006.13(5)(a), F.S., or who have had a no contact order entered by the court are reported and for ensuring that all steps necessary are taken to protect the victim.

To implement this agreement, DJJ shall notify

1. The School Board at the time of adjudication, withholding of adjudication, or plea of guilty or nolo contendere for the following felony offenses: homicide, assault, battery, culpable negligence, kidnapping, false imprisonment, luring or enticing a child, custody offense, sexual battery, lewdness and indecent exposure, abuse of children, robbery, robbery by sudden snatching, carjacking, home-invasion-robbery. The School Board if the offender and the victim or the victim's sibling(s) attends school in the same school district or ride the same school bus, notification will be from DJJ to one person or office designated by the School Board.
2. The School Board when a judge enters a no contact order, notification will come from DJJ to the person or office designated by the School Board.
3. The victim's parents or legal guardian of the right to attend the sentencing or disposition of the offender and the right of the victim to request that the offender be required to attend a different school.
4. The School Board when a court orders that the offender and the victim and the victim's sibling(s) are allowed to attend the same school; DJJ will send the notification to the person or office designated by the School Board.

To implement this agreement, the School Board shall

1. Facilitate allowing the offender to attend another school in the district provided the other school is not attended by the victim or sibling of the victim.

2. Facilitate allowing the offender attend a school in a different district if the offender is unable to attend a different school in the same district.
3. Agree that if the offender is unable to attend school in a different school district or is unable to attend a different school within the district, the school district shall take the following steps to take any reasonable precaution necessary to keep the offender separated from the victim and the victim's siblings in school and on school transportation; the steps include, but are not limited to: in-school suspension of the offender, and the scheduling of classes, lunch, or other school activities of the victim and the offender so as not to coincide.
4. The School Board will work with the parents in order to facilitate the parents' paying for transportation if the offenders attend a different school; the School Board will provide this transportation if it exists at no additional cost.

XVII: This agreement covers the educational programs at the following facilities:

Frances Walker Halfway House
5332 Riveredge Drive
Titusville, FL 32780

Space Coast Marine Institute
1000 Inspiration Lane
Melbourne, FL 32934

Group Treatment Home
3905 Grissom Pkwy
Cocoa, FL 32926

Brevard Regional Juvenile Detention Center
5225 DeWitt Ave.
Cocoa, FL 32927

Crosswinds/Rainwater for Girls
1407 Dixon Blvd.
Cocoa, FL 32922

The School Board of Brevard County, Florida

By _____ Date Signed: _____
Chairman

Attest _____
Superintendent

State of Florida Department of Juvenile Justice

By _____ Date Signed: _____
Circuit 18 Chief Probation Office / Circuit Coordinator