

COOPERATIVE AGREEMENT  
BETWEEN  
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA  
AND  
THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE

The School Board of Escambia County, Florida (BOARD) and the Florida Department of Juvenile Justice (DJJ) enter into this Agreement effective retroactively from July 1, 2017 through June 30, 2021.

The parties agree to the following:

I. PURPOSE

The 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 through a concerted effort of interagency cooperation that a full array of services can be assured.

The BOARD's representative 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 residential programs and the Detention Center at which BOARD personnel provide direct instruction. Specific agreements with private providers are described in greater detail in the individual education service contracts with each provider.

The purpose of this Agreement is to ensure that in the implementation of applicable provisions of Florida's Statutes and Rules, the BOARD is the responsible agency and exercises general authority over all education programs within the county.

This Agreement also ensures that the BOARD and 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 the BOARD and the DJJ in regards to matters covered by this Agreement.

II. ROLES AND RESPONSIBILITIES

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

To accomplish this goal, the agencies shall agree to

1. Assign staff to meet regularly to exchange pertinent information regarding agency regulations and policies.
2. Conduct joint facility needs assessments, planning, implementation, and evaluation activities as needed.
3. Encourage local staff and parent participation in planning, program development, and staffing to improve the educational achievement of the youth and prevent further involvement of such youth in delinquent activities.
4. Monitor and effectively implement state legislation concerning the education of students in DJJ settings.
5. Share applicable student/client information consistent with rules and regulations dealing with confidentiality.
6. Share the responsibility of providing technical assistance in the development, implementation, and evaluation of effective programs.
7. Disseminate this Agreement to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the Agreement.

To implement this Agreement, DJJ shall

1. Receive and utilize technical assistance from the 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 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. Receive and utilize technical assistance from any and all available truancy programs, including truancy court, to facilitate regular school attendance by youth in DJJ or DJJ-supported facilities.
4. Require Juvenile Probation Officers (JPO's) and/or other personnel to send Violation of Probation (VOP's) and other truancy reports to the sentencing court in a prompt and comprehensive manner to ensure that the delinquency and education systems work in a cohesive and collaborative manner.

5. 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 notifying the school district superintendent after the award of a contract for the construction or operation of a commitment or detention facility within such school district.
6. 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.
7. Develop a Transition Plan for each student exiting a DJJ facility, involving a representative of the BOARD in planning for the student's next placement. DJJ and the BOARD's representative shall document the Transition Plan jointly.

To implement this Agreement, the BOARD shall

1. Furnish adequate classroom teachers, teacher assistants, and substitute teachers if available at DJJ facilities at which BOARD personnel provide direct instruction. A BOARD approved list of substitute teachers will be provided to each DJJ program.
2. Implement a year-round instructional program with qualified staff members.
3. Furnish textbooks and classroom teaching supplies to DJJ facilities at which BOARD personnel provide direct instruction.
4. Provide a direct line administrator for programs in which BOARD personnel provide direct instruction, staff supervision, training, curriculum design, and program implementation. This staff administrator will also ensure compliance with Florida 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 children and youth served in educational programs in DJJ settings.
7. Provide general supervision of educational services through

- a. reviewing procedures and documents for providing educational programs to determine compliance with provisions of the Agreement and applicable State Board of Education rules.
  - b. monitoring and evaluating educational programs provided by or through DJJ supported facilities for students to ensure compliance with Florida Statutes, applicable federal and state 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 with the signature of the BOARD chair and DJJ Chief of Probation, Circuit One and will continue for a period of four (4) school years, retroactively from July 1, 2017 – June 30, 2021. This Agreement shall be reviewed annually, and either party may request amendments. 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.

This Agreement may be terminated by either party with thirty (30) days prior written notice.

#### Confidentiality

Each agency will protect the rights of children and 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/legal guardians and youth have the right of access, the right of challenge, and the right 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 United States Mail, postage prepaid and 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 BOARD:

Contact Person:  
Escambia County School District  
Malcolm Thomas, Superintendent  
Telephone: (850) 469-6130  
Facsimile: (850) 469-6379  
Email Address: [mthomas@escambia.k12.fl.us](mailto:mthomas@escambia.k12.fl.us)

Gerald W. Boone, Board Chair  
Telephone: (850) 469-6153  
Facsimile: (850) 469-6273  
Email Address: [gboone@escambia.k12.fl.us](mailto:gboone@escambia.k12.fl.us)

Mailing Address for above contacts:  
75 N. Pace Boulevard  
Pensacola, Florida 32505

To DJJ:

Contact Person(s):  
Deputy Secretary, Office of Administration (or designee)  
Paul Wallis, Chief of Probation, Circuit One  
Department of Juvenile Justice  
1800 St. Mary's Street  
Pensacola, Florida 32503  
Telephone: (850) 595-8820, ext. 233  
Facsimile: (850) 595-8866  
Email Address: [paul.wallis@djj.state.fl.us](mailto:paul.wallis@djj.state.fl.us)

#### 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 Agreement or shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claim.

#### 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 signing this Agreement.

#### IV. ALLOCATION OF RESOURCES

So that the mutually agreed-upon objectives of the Agreement can be adequately met, resources from the 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 the instruction process.
3. Provide facilities, including utilities and maintenance, to house the educational program.

The BOARD agrees to

1. Provide a free appropriate public education, including but not limited to academic, career/technical, and special education services as appropriate for students five – eighteen (5-18) years of age, consistent with all federal and state laws, rules, and regulations.
2. Purchase and maintain materials, equipment, and supplies used in the students' educational program, at which BOARD personnel provide direct instruction.
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.

#### V. EDUCATIONAL EVALUATION

DJJ and the BOARD agree to

1. Develop an integrated assessment process to ensure that all youth, including students with educational exceptionalities and special needs, 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. Ensure all student assessments as required by the Florida Department of Education are administered within the established timelines.

## VI. CURRICULUM AND INSTRUCTION

DJJ and the BOARD agree to

1. Ensure the education, treatment, and residential programs are integrated.
2. Ensure the educational services follow a defined curriculum appropriate to the student's age, identified needs, the length of program services, and are consistent with the Student Progression Plan approved by the BOARD.
3. Ensure that instructional delivery methods are appropriate for the target student population.
4. Ensure pre-test and post-test measures for content areas are available and utilized.
5. Ensure that all youth have an individually prescribed, integrated treatment/education plan.
6. Ensure the courses offered are in accordance with the Florida Course Code Directory.
7. Ensure that GED prep courses and the Performance-Based Exit Option are available to students.
8. Provide a two hundred fifty (250) day instructional calendar, ten (10) days of which may be used for teacher in-service training and planning. Students will receive a minimum of three hundred (300) minutes of daily instruction or its weekly equivalent.
9. Ensure that educational services are provided through the Florida Virtual School and/or the Escambia Virtual Academy as appropriate.
10. Provide compliance with PL 107-110, Section 1423, the parties agree to meet all thirteen (13) elements required in PL 107-110, Section 1425 by:
  - a. where feasible, ensure that educational programs in correctional facilities are coordinated with the student's home school, particularly with respect to a student with an Individual Education Plan (IEP) under part B of the Individuals with Disabilities Education Act;

- b. if the child or youth is identified as in need of special education services while in a correctional facility, notify the local school of the child or youth with such need;
- c. where feasible, provide transition assistance to help the child or youth stay in school, to include coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- d. provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at a 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;
- e. work to ensure that correctional facilities are 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;
- f. ensure that educational programs in the correctional facilities are related to assisting students to meet high academic achievement standards;
- g. to the extent possible, use technology to assist in coordinating educational programs between the correctional facility and the community school;
- h. where feasible, involve parents in efforts to improve the educational achievement of their child and prevent the further involvement of such youth in delinquent activities;
- i. 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 105-220, and vocational and technical education funds;
- j. 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;
- k. where appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth;
- l. upon the child's or youth's entry into the correctional facility, work with the child's or youth's family members and the local educational agency that most recently provided services to the child or youth (if applicable) to



ensure that the relevant and appropriate academic records and plans regarding the continuation of educational services for such child or youth are shared jointly between the correctional facility and local educational agency in order to facilitate the transition of such children and youth between the local educational agency and the correctional facility; and

m. consult with the local educational agency for a period jointly determined necessary by the correctional facility and local educational agency upon discharge from that facility, to coordinate educational services so as to minimize disruption to the child's or youth's achievement.

## VII. CLASSROOM MANAGEMENT AND ATTENDANCE

DJJ and the BOARD agree to

1. Provide a written DJJ student discipline plan for each facility that provides educational and treatment programs.
2. Ensure that specific procedures for out-of-control students and class attendance are included in each facility's operation manual.
3. Ensure all school district employed teachers working in a DJJ program are not permitted to intervene in physical altercations.
4. Ensure that all classes will be conducted with a minimum of one (1) classroom teacher and one DJJ staff member.
5. Ensure that all students will be required to attend class in accordance with BOARD policy.
6. Work cooperatively in scheduling DJJ programs to minimize interference with school attendance.
7. Follow the BOARD-provided testing calendar for state tests.
8. Collaborate on the educational calendar, providing school days, in-service days and holidays.

## VIII. QUALIFIED INSTRUCTIONAL PERSONNEL

DJJ and the BOARD agree to

1. Ensure that instructional staff, including ESE staff, are Florida certified (or otherwise appropriately qualified), have temporary state teaching certification, a valid statement of eligibility, or provide evidence to the BOARD that they have applied for Florida certification.

2. Ensure that instructional staff will possess appropriate certification to maintain the standards per the requirements of the Every Student Succeeds Act.

## IX. TEACHING SKILLS

DJJ and the BOARD agree to

1. Evaluate the needs of instructional personnel to effectively serve juvenile delinquents.
2. Cooperatively develop and provide pre-service and in-service staff development programs.
3. Support continuing education efforts by instructional personnel.
4. Ensure that all teachers and educational personnel in DJJ residential programs will complete the required training for the Prison Rape Elimination Act of 2003 (PREA) within thirty (30) days of the last signature of this Agreement for current teachers and educational personnel and within thirty (30) days of new hire for all other teachers and educational personnel. Refresher training is required every two (2) years.

This training includes

- a. Completion of the Department of Juvenile Justice's CORE PREA training class located on the DJJ PREA website:  
[http://www.djj.state.fl.us/partners/prison-rape-elimination-act-\(prea\)](http://www.djj.state.fl.us/partners/prison-rape-elimination-act-(prea))
- b. Documentation that the individual received training, by signing and dating the form included in the training and providing a copy of the acknowledgement to the PREA Facility Compliance Manager.

## X. TRANSITION

DJJ and the BOARD agree to

1. Coordinate the preparation and planning for student transition in and between programs, involving educational, facility, and aftercare staff in addition to other appropriate personnel and program or agency representatives.
2. Provide a transition program at the DJJ facility and in the school district.
3. Ensure that a transition plan is developed for each student upon admission to the program, is incorporated into the performance contract, and is reviewed on a regular basis.

4. Involve educational, facility, and aftercare staff in addition to designated individuals from outside agencies and/or programs in transition planning for students.
5. Ensure that DJJ notify the educational services provider at least thirty (30) days prior to a student's preparing to exit the program.

## XI. STUDENT RECORDS

To implement this Agreement, the BOARD shall

1. Maintain appropriate student achievement records in the BOARD's student information management system.
2. Follow district pacing guides and enter grades into the District's system at the end of each grading period. For youth exiting a program prior to the end of the grading period, grades in progress reports shall be completed and forwarded to the receiving school in a timely manner.
3. Transfer and receive records via the student's DJJ commitment packet.

To implement this Agreement, DJJ shall

1. Ensure that all student records from previous schools attended shall be included in the student's commitment packet prior to entry into a DJJ facility.
2. Ensure that student records (including educational records contained in the commitment packet) will be assessed by the educational staff upon a student's entry into the program.
3. Ensure that all student grades (or grades in progress) are reported to the BOARD's Data Specialist in the Department of Alternative Education for proper entry of grades and accrued credit.

## XII. INTERAGENCY DISPUTES

In instances of interagency conflict, differences shall be resolved in accordance with the following 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. A written response, which includes proposed solutions to the conflict, shall be provided by staff from the receiving agency within forty-five (45) business days of receipt of the notice of conflict.

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

### XIII. SAFETY AND SUPPORT

To implement this Agreement, DJJ shall

1. Provide a safe and secure environment for all youth and personnel.
2. Investigate and report to the BOARD all safety violation incidents that are reported to law enforcement.
3. Participate and assist in monitoring the delivery of the educational programs provided by or through DJJ-supported facilities to ensure compliance with Florida statutes, BOARD policy, applicable federal and state laws, rules, and regulations. This Agreement in no way abrogates the BOARD's responsibility in monitoring educational programs.
4. Implement recommendations made through the Escambia County Health Department inspection process.

To implement this Agreement, the BOARD shall

1. Monitor and evaluate educational programs provided by or through DJJ-supported facilities to ensure compliance with Florida Statutes, BOARD policy, applicable federal and state laws, rules, and regulations.
2. Assist with recommendations as determined by the Escambia County Health Department.

### XIV. CORRECTION OF DEFICIENCIES

The agencies shall agree to

1. Jointly review program evaluative reports developed by the Florida Department of Education and/or Florida Department of Juvenile Justice.

2. Jointly determine action steps necessary to implement recommendations in the report.
3. Jointly determine responsibility for each action step to be implemented.
4. Jointly establish timeframes to implement recommendations.

#### XV. NO CONTACT ORDERS AND ZERO TOLERANCE

DJJ and the BOARD agree, pursuant to Section 1006.13, F.S., to the following guidelines for ensuring that all children and youth who have been found to have committed one or more of the enumerated felony offenses in Section 1006.13(6)(a), F.S., or have had a No Contact Order entered by the court are reported and that all steps necessary are taken to protect the victim.

To implement this Agreement, DJJ shall

1. Notify the 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 offenses, sexual battery, lewdness and indecent exposure, abuse of children, robbery, robbery by sudden snatching, carjacking, home-invasion-robbery, 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 BOARD.
2. Notify the BOARD when a judge enters a No Contact Order. Notification will come from the DJJ to the Court Liaison of the BOARD or office designated by the BOARD.
3. Notify 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. Notify the BOARD when court orders that the offender and the victim or victim's sibling(s) are not allowed to attend the same school. Notification will come from the DJJ to the Court Liaison of the BOARD or office designated by the BOARD.

To implement this Agreement, the BOARD shall

1. Facilitate allowing the offender to attend another school in the district provided the victim or sibling(s) of the victim does not attend the other school.

2. Facilitate allowing the offender to 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 victim's sibling(s) 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. Work with the parents/legal guardian to facilitate the parents/legal guardian providing transportation to attend a different school. The BOARD will provide this transportation if it exists at no additional cost.

In witness whereof, the parties hereto have executed this Cooperative Agreement on the 19<sup>th</sup> day of September, 2017 to become effective retroactively from July 1, 2017 through June 30, 2021.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: Gerald H. Boone Date Signed: 9-20-17  
 Gerald Boone, Board Chair

Attest: Malcolm Thomas Date Signed: 09/19/2017  
 Malcolm Thomas, Superintendent

THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE

By: Paul Wallis Date Signed: 10/5/2017  
 Paul Wallis, Chief Probation Officer  
 Circuit One  
 Department of Juvenile Justice

APPROVED FOR LEGAL CONTENT  
 FOR Sept 2017 AGENDA

AUG 30 2017  
[Signature]  
 GENERAL COUNSEL  
 ESCAMBIA COUNTY SCHOOL BOARD

APPROVED  
 ESCAMBIA COUNTY SCHOOL BOARD

SEP 19 2017

MALCOLM THOMAS, SUPERINTENDENT  
 VERIFIED BY RECORDING SECRETARY