

Cooperative Agreement with the School Board of Volusia County, Florida and the Department of Juvenile Justice

The School Board of Volusia County (School Board) and the Department of Juvenile Justice (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 through a concerted effort of interagency cooperation that a full array of services can be assured.

The Superintendent of Schools and DJJ administrators within the county shall develop and support joint program initiatives that will facilitate 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 exercises 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 shall agree to the following:

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.
3. Encourage local staff and parent participation in planning, program development, and staffing.
4. Share applicable student/client information consistent with rules and regulations dealing with confidentiality.
5. Engage in open and frequent communication and attend regularly scheduled meetings to discuss and evaluate student behavior and any activities, events, or obstacles that may impact the students' ability to meet educational goals.
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 as needed for the implementation of the requirements of the agreement.
8. Share the responsibility of addressing needs identified in Quality Improvement (QI) and outcome measure accountability reports for education.

Responsibilities of the 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 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. Establish procedures for informing the School Board of projected or new facilities being placed within the School Board's boundaries.
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 School Board in planning for the student's next placement. DJJ and the School Board representative shall document the Transition Plan jointly.
6. DJJ and its PROVIDER will agree to use their best efforts to hire equally qualified employees to work at the DJJ Residential Facility from among the residents of the County and will use their best efforts to purchase goods and services for maintaining and operating the DJJ facility and DJJ program from businesses located in the County.

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. A School Board approved list of substitute teachers will be provided to each DJJ program.
2. Implement a year-round program with 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. Provide personnel at juvenile justice facilities access to the district school system database for the purpose of academic, immunization, and registration records for students assigned to the programs.
6. Disseminate information about and assist in the development and adoption of promising educational practices for students in DJJ or DJJ-supported facilities.
7. Coordinate activities for the identification, location, and evaluation of all children served in educational programs in DJJ settings.
8. Ensure contracted educational staff are aware of the responsibilities in this Agreement that the school district is requiring them to adhere to.
9. 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 by or through DJJ-supported facilities for students to ensure compliance with Florida Statutes, applicable federal and state laws, rules, and regulations.
10. 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 be effective with the signature of the School Board and DJJ and will continue for a period of four (4) years. This Agreement will be reviewed annually, and either party may request amendments. Any proposed amendments or modifications shall be submitted in writing 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.

Termination

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

Confidentiality

Each party 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 Board:

Contact Person: James T. Russell
Mailing Address: 200 N. Clara Ave
City, State, Postal Code: DeLand, FL 32720-2118
Telephone: 386-734-7190; ext: 20210
Facsimile: 386-822-6790
Email Address: jrussell@volusia.k12.fl.us

To the DJJ:

Contact Person: Daniel Merrithew, Chief Probation Officer
Mailing Address: 210 N. Palmetto Ave.
City, State, Postal Code: Daytona Beach, FL 32114
Telephone: 386-947-3500
Email Address: Daniel.merrithew@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 and will 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 signing 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.

Responsibilities of the DJJ

DJJ agrees to the following:

1. To 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. To work jointly with educational personnel on matters relative to discipline and educational programming during instruction process.
3. To provide facilities, including utilities and maintenance, to house the educational program.
4. To maintain similar youth counts during the full time equivalent (FTE) survey and the rest of the year so that survey results are comparable to actual counts on an annual basis.

Responsibilities of the School Board

The School Board agrees to the following:

1. To provide a free appropriate public education, including but not limited to academic, career and technical, and special education services as appropriate for students 5-18 years of age (ages 18-22 for select populations) and, consistent with all state and federal rules, regulations, and laws.
2. To include the needs of the juvenile justice education program in the district school board's planning and budgeting process for expenditures for state categorical and federal funds.
3. To purchase and maintain materials, equipment, and supplies used in the students' educational program, at which the School Board personnel provide direct instruction.
4. To ensure that students in juvenile justice programs are provided a wide range of education programs and opportunities including textbooks, technology, instructional support, and resources commensurate with resources provided to students in public schools.
5. To provide each juvenile justice education program all federal funds for which the program is eligible.
6. To ensure that at least 90% of the Florida Education Finance Program funds generated by students in juvenile justice programs or in education programs for juveniles under Florida Statute 985.19 be spent on instructional costs for those students,
7. To ensure that 100% of the formula-based categorical funds generated by students in juvenile justice programs are spent on appropriate categoricals for those students.

8. To collaborate with regional workforce boards to pursue workforce development funds in addition to state-appropriated funds.
9. To ensure all juvenile justice educational programs annually submit the Juvenile Justice Education Survey, pursuant to Florida Statutes 985.618 and 985.622, and Florida Administrative Code Rule 63B-1.007, an instrument assessing the degree of juvenile justice educational resources, partnerships and outcomes.

V. Educational Evaluation

The DJJ and the School Board agree to the following:

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 which includes education staff participation in student treatment team meetings (either in person or via written input provided prior to the meeting).
4. Ensure all student assessments as required by The Florida Department of Education are administered within established timelines.

VI. Curriculum and Instruction

The DJJ and the School Board agree to ensure the following:

1. The education, treatment, residential and/or social services components are integrated to provide youth with a comprehensive system of care.
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.
6. Implementation of Individual Educational Plans, Section 504 Plans, English Language Learner Plans, Individual Progress Monitoring Plans, and Individual Transition Plans.

7. The courses offered are in accordance with the Florida Course Code Directory.
8. High School Equivalency Examination preparation courses and the Performance-Based Exit option (formerly GED Exit Option) Model are available to the students.
9. Access to virtual courses pursuant to ss 1002.37, 1002.45, and 1003.498, F.S.
10. Instruction is provided following a 250-day instructional calendar, ten (10) days of which may be used for in-service training and planning for teachers in residential and detention settings and twenty (20) days of which may be used for in-service training and planning for teachers in non-residential settings.
11. Students receive a minimum of 25 hours of instruction weekly.
12. Provide compliance with PL 114-95, Section 1423 of the Every Student Succeeds Act of 2015 to meet all thirteen (13) elements in Section 1425 as follows:
 - a. where feasible, ensure that educational programs in juvenile justice 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 juvenile justice 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 and attain a regular high school diploma once their term at a juvenile justice 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 juvenile justice 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 juvenile justice facilities are related to assisting students to meet the challenging State academic standards;
 - g. to the extent possible, use technology to assist in coordinating educational programs between the juvenile justice 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 career 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. if 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 juvenile justice 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 any relevant and appropriate academic records and plans not provided to probation staff during the commitment staffing process regarding the continuation of educational services for such child or youth are shared jointly between the juvenile justice facility and local educational agency in order to facilitate the transition of such children and youth between the local educational agency and the juvenile justice facility; and
- m. upon discharge from a juvenile justice facility, ensure consultation occurs between the local educational agency and the juvenile justice facility for a period jointly determined necessary to coordinate educational services so as to minimize disruption to the child's or youth's achievement.

VII. Classroom Management and Attendance

The DJJ and the School Board agree to ensure the following:

- 1. There is a written common classroom behavior management plan agreed to by the Superintendent/Facility Administrator of each facility and The Director of the educational program that includes the assessment of student needs and specific procedures for the direct care staff's role in addressing disruptive student behavior.

2. The Superintendent/Facility Administrator or designee provides training/orientation at least annually and within 30 days of hire for all educational and facility staff working in the classrooms to review the characteristics of students served at the program, the behavior management plan, de-escalation techniques, and crisis intervention procedures.
3. All school district employed teachers and instructional personnel working in a DJJ program are not permitted to intervene in physical altercations and must defer to the trained program staff who are responsible for physical interventions with youth in accordance with the department's policies and procedures.
4. Reciprocal cooperation in investigations and/or management reviews including allowing educational staff to be interviewed as subjects or witnesses to incidents as appropriate and following school district procedures for removing educational staff from the classroom if they are under an abuse investigation.
5. Share findings of investigations/management reviews with the Superintendent/Facility Administrator, the contract manager in the school district, and the principal at the program. The DJJ program will defer action on findings on school personnel to the School Board for action.
6. All classes will be conducted with a minimum of one classroom teacher and DJJ staff members in accordance with the DJJ contracted ratio. The teacher is not included in the program's ratio count.
7. All students will be required to attend class in accordance with School Board policy.
8. To work cooperatively in scheduling DJJ programs and treatment services to maximize school participation and work collaboratively to address students' education and treatment needs.
9. To follow the School Board-provided testing calendar for state tests.
10. To collaborate on the educational calendar, providing school days, in-service days and holidays.

VIII. Qualified Instructional Personnel

The DJJ and the School Board agree to ensure the following:

1. Professionals instructing students are Florida certified (or otherwise appropriately 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.

2. Qualified instructional staff are assigned to classes in accordance with the Florida Course Code Directory and Instructional Personnel Assignments.
3. Recruit and train teachers who are interested, qualified, or experienced in educating students in juvenile justice programs.
4. Consultation among school district administrators and the Director of the Juvenile Justice Program will occur to review applicant's prior performance and qualifications when selecting instructional personnel for the program.

IX. Teaching Skills

The DJJ and the School Board agree to the following:

1. Jointly evaluate needs of instructional personnel to effectively serve all youth.
2. Cooperatively develop and provide pre-service, in-service, and creative staff development programs.
3. Support continuing education efforts by instructional personnel.
4. All teachers and educational personnel in DJJ residential and detention programs will complete the required training for the Prison Rape Elimination Act of 2003 (PREA). 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-\(prea\)/training-tools/volunteer-training](http://www.djj.state.fl.us/partners/prison-rape-elimination-act-(prea)/training-tools/volunteer-training)
 - 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.

Training must be completed within 30 days of hire and a refresher training is required every two years.

Educational personnel must report all potential PREA violations through the child abuse hotline and directly to the Facility Administrator where the alleged abuse occurred.

X. Transition

The DJJ and the School Board agree to ensure the following:

1. Coordinate the preparation and planning for student movement in and between programs, involving educational, facility, and aftercare staff in addition to other appropriate personnel and program or agency representatives.
2. Student records (including educational records contained in the commitment packet) will be accessed by the educational staff upon a student's entry into the program.
3. A specific transition program is in place at the facility and in the school system.
4. A transition plan is jointly developed for each student, is incorporated into the performance contract, and is reviewed on a regular basis.
5. Transition and exit planning involves educational, facility, and aftercare staff in addition to designated individuals from outside agencies and/or programs.
6. Program educational staff attend individual student transition, community reentry team (CRT), and exit meetings and complete an Electronic Educational Exit Plan (EEEP) for each student exiting a residential program following the prescribed timeframes.
7. Program educational staff compile the educational exit packet for each student, which shall include all necessary educational records as defined in Rule 6A-06.05281 and transmit the packet to the receiving school district's transition contact a few days prior to student exit.
8. School district educational transition staff complete Section B of each student's EEEP following the prescribed timelines and share the information at CRT meetings for all students transitioning to their school district from residential commitment programs.
9. School district educational transition staff must consider the individual needs and circumstances of the student and the transition plan recommendations (Section A of EEEP) when reenrolling a student in a public school. A local school district may not maintain a standardized policy for all students returning from a juvenile justice program but place students based on their needs and their performance in the juvenile justice education program, including any virtual education options.

XI. Student Records

Responsibilities of the DJJ

To implement this Agreement, DJJ shall:

1. Make every effort to 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.
2. Ensure that student records (including educational records contained in the commitment packet) are provided to the educational staff upon a student's entry into the program.

Responsibilities of the School Board

To implement this Agreement, the School Board shall:

1. Provide DJJ probation staff student records prior to commitment that include: student attendance, discipline, transcripts, grades in progress, psychological, and individual educational plan (IEP)/Section 504 plan/ or English Language Learner (ELL) plans if applicable.
2. Participate in commitment staffings through written feedback or in person to ensure DJJ has all necessary educational information to make an informed decision regarding placement.
3. Maintain grade books including Florida State Standards checklists.
4. Develop cumulative transcripts for all students and provide the cumulative transcript to the receiving school district's transition contact a few days prior to the student's release from a DJJ residential facility.
5. Transfer and receive records via the student's DJJ commitment packet and through the electronic educational exit plan in the Juvenile Justice Information System (JJIS).

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. A written response, which includes proposed solutions to the conflict, shall be provided by staff from the receiving agency within forty-five (45) 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., the Administrative Procedures Act. The resolution of the all conflicting issues while this Agreement is in effect will be resolved at the lowest level possible.

6. Notwithstanding the above, any issue concerning life safety, a breach of security or other emergency must be resolved immediately. If staff does not resolve the issue, the issue shall be brought to the immediate attention of the DJJ Regional Director for the program area involved and the Assistant School Superintendent.

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 including those that include instructional personnel.
3. Participate and assist in the monitoring of 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. Notify DJJ of incident reports submitted by instructional personnel of safety and PREA violation(s), and any occurrences which require the immediate and/or urgent response, action or other intervention to protect and ensure the safety and security of the youth under its jurisdiction, the public, and significant incidents relating to the care, safety and humane treatment of youths under DJJ supervision and in facilities and programs operated by DJJ, its providers, and grantees.
3. Make and implement recommendations made through the evaluation process.

XIV. Correction of Deficiencies

The DJJ and the School Board shall agree to the following:

1. Jointly review Quality Improvement Reports and program evaluation 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(s).
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

The DJJ and the School Board shall agree to the following:

Pursuant to s. 1006.09 and s. 1006.13, F.S., to the following guidelines for ensuring that all children who have been found to have committed one or more of the enumerated felony offenses in s. 1006.08 F.S., or has had a No Contact Order entered by the court are reported and that all steps necessary are taken to protect the victim.

Responsibilities of the DJJ

To implement this Agreement, DJJ shall do the following:

1. DJJ will notify 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 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 School Board.
2. DJJ will notify the School Board when a judge enters a No Contact Order. Notification will come from the DJJ to the person or office designated by the School Board.
3. DJJ will 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. DJJ will notify 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.

Responsibilities of the School Board

To implement this Agreement, the School Board shall do the following:

1. The School Board agrees to facilitate allowing the offender to attend another school in the district provided the other school is not attended by the victim or sibling(s) of the victim.
2. The School Board agrees to 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. The School Board agrees 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. The School Board will work with the parents in order to facilitate the parents' paying or transportation if the offenders attend a different school. The School Board will provide this transportation if it exists at no additional cost.

The School Board of Volusia County, Florida

By Melody Johnson Date Signed: 10/10/17
Melody Johnson, Chair

Attest James L. Russell
James Russell, Superintendent

State of Florida Department of Juvenile Justice

By Daniel Merrithew Date Signed: 9/26/17
Daniel Merrithew, Chief Probation Officer, Circuit 7