

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

The School Board of Sarasota 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 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 exercises general authority over all education programs within the county.

This Agreement also ensures that the School 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 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. Clarify each agency's responsibility through joint procedures.
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 be charged with the following responsibilities.
 - 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.

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 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 Instructional Support and Community Services.
3. Follow established 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 a transition plan 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.

Additionally, In compliance with PL 107-110, Section 1423, DJJ agrees to meet all the requirements of PL 107-110, Section 1425, as follows:

6. where feasible, DJJ will ensure that educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under part B of the Individuals with Disabilities Education Act;
7. if the child or youth is identified as in need of special education services while in the correctional facility, DJJ will notify the local school of the child or youth of such need;
8. where feasible, DJJ will 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;

9. DJJ will 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;
10. DJJ will 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;
11. DJJ will ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
12. to the extent possible, DJJ will use technology to assist in coordinating educational programs between the correctional facility and the community school;
13. where feasible, DJJ will involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;
14. DJJ will 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;
15. 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
16. if appropriate, DJJ will work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

Responsibilities of the School Board:

1. Furnish Exceptional Student Education support services to DJJ facilities. The substitute teacher pool information will be provided to the DJJ facilities when the regular classroom teacher is absent.
2. Through contract arrangements with outside providers implement a year-round program with qualified staff members.
3. Furnish funding for textbooks and classroom teaching supplies to DJJ facilities.
4. Provide a direct line contact responsible for coordinating with DJJ staff supervision, training, curriculum design, and program implementation. This staff contact 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 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 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 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 Cooperative Agreement may be terminated by either party, with or without cause, by providing written notice thirty (30) days prior to termination unless an earlier time is agreed upon by the parties.

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 desires 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:

Contact Person: Lori White Superintendent
Mailing Address: 1960 Landings Boulevard
City, State, Postal Code: Sarasota, FL 34231
Telephone: (941) 927-9000
Facsimile: (941) 927-2539
Email Address: Lori.White@sarasota.k12.fl.us

To DJJ:

Contact Person

Probation and Community Intervention: Virginia Donovan, Chief Probation Officer
Unit Name: West Central Region
Mailing Address: 701 Cortez Rd. West
City, State, Postal Code: Bradenton, FL 34207
Telephone: 941-727-6229
Facsimile: 941-727-6469
Email Address: virginia.donovan@djj.state.fl.us

Contact Person

Probation And Community Corrections Linda K. Post, Ph.D., Expulsion Coordinator
Unit Name: Sarasota County Schools
Mailing Address: 1960 Landings Boulevard
City, State, Postal Code: Sarasota, FL 34231
Telephone: (941) 927-9000 Ext. 34204
Facsimile: (941) 927-4024
Email Address: Linda_Post@sarasota.k12.fl.us

Cooperation 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 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 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.

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 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 5–18 years of age, consistent with all state and federal rules, regulations, and laws.
2. Fund contracted programs to enable the DJJ programs to 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. Monitor and evaluate 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.
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-supported facilities.

V. EDUCATIONAL EVALUATION

The 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, 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.

VI. CURRICULUM AND INSTRUCTION

DJJ and the School Board agree to ensure the following:

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.

6. The courses offered are in accordance with the Florida Course Code Directory.
7. GED prep courses and the Performance Based Exit Option Diploma Program are available to the students.
8. To provide a 250-day instructional calendar, 10 of which may be used for in-service training and planning. Students will receive a minimum of 25 hours of instruction weekly.

VII. CLASSROOM MANAGEMENT AND ATTENDANCE

DJJ and the School Board agree to ensure the following:

1. The DJJ facilities will comply with the Sarasota County School District's Student Code of Conduct. Facilities may specify additional expectations, guidelines and consequences for students and will provide that information to parents and students upon enrollment.
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 by a qualified teacher.
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.
6. Academic programs will work cooperatively in scheduling DJJ programs to minimize interference with school attendance.
7. DJJ programs will follow the School Board-provided testing calendar for state tests.
8. DJJ programs will collaborate on the educational calendar, providing school days, in-service days, and holidays.

VIII. QUALIFIED INSTRUCTIONAL PERSONNEL

DJJ and the School Board agree to the following:

1. Professionals instructing students are Florida certified (or otherwise appropriately qualified per School Board agreement), 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. Instructional staff are assigned to dropout prevention activities relating to their specific duties and responsibilities as provided by the DJJ Facility Director.

IX. TEACHING SKILLS

DJJ and the School Board agree to the following:

1. Support DJJ staff participation in district provided staff development opportunities and in-services.
2. Encourage continuing education efforts by instructional personnel.

X. TRANSITION

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

1. A specific transition program is in place at the facility and in the school system.
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 packet) will be accessed by the educational staff upon a student's entry into the program.

XI. STUDENT RECORDS

Responsibilities of the School Board:

To implement this Agreement, the School Board shall:

1. Enter grades into computer system at the end of each semester, or provide training for the DJJ facility to enter grades. Through regularly scheduled Alternative School Meetings student records and cumulative files are evaluated for youth exiting program. Progress reports shall be completed and forwarded to the receiving school.
2. 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 youth's commitment package prior to entry into a DJJ facility.
2. Maintain accurate and complete records during the time the student is assigned to 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. 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, indicating the resolution, 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 all conflicting issues while this Agreement is in effect will be resolved 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:

1. Review facility Quality Assurance Reports.
2. Determine action steps necessary to implement recommendations in the Report.
3. Determine responsibility for each action step to be implemented.
4. Establish time frames to implement recommendations.

XV. NO CONTACT ORDERS AND ZERO TOLERANCE

DJJ and the School Board agree, pursuant to Sections 1006.13 and 1006.13(5), 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 Section 1006.13(5) (a), 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.

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 offenses, sexual battery, lewdness and indecent exposure, abuse of children, robbery, robbery by sudden snatching, carjacking, and home-invasion-robbery, if the offender and the victim or the victim's sibling(s) attend 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 the 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. If the offender is unable to attend school in a different school district or is unable to attend a different school within the district take the following steps to take any reasonable steps necessary to keep the offender separated from the victim and 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. 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.

Agreement #: _____


THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____ Date Signed: _____
Caroline Zucker, Chairman

Attest: _____ Date Signed: _____
Lori White Superintendent

Approved for Legal Content
October 7, 2011, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

STATE OF FLORIDA / DEPARTMENT OF JUVENILE JUSTICE

By:  Date Signed: 11-29-11
Chief Probation Officer, Probation &
Community Intervention

By: NA Date Signed: _____
Assistant Secretary, Residential &
Correctional Facilities