

Cooperative Agreement
between the
School Board of St. Lucie County, Florida
and the
Department of Juvenile Justice
School Year 2010-2011

The School Board of St. Lucie County (School Board) and the Department of Juvenile Justice (DJJ) enter into this agreement. The parties agree to the following:

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 St. Lucie County Regional Detention Center.

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.

A. 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. Monitor and effectively implement state legislation concerning the education of students in DJJ settings.
4. Share applicable student/client information consistent with rules and regulations dealing with confidentiality.

5. Share the responsibility of providing technical assistance in the development, implementation, and evaluation of effective programs.
6. Disseminate this agreement to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the agreement.
7. Participate in School Board/DJJ workshops.

Responsibilities of the DJJ:

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.
2. Receive and utilize information regarding educational best practices for students in DJJ or DJJ-supported facilities disseminated by the Florida Department of Education, Division of Public Schools and Community Education, Bureau of Instructional Support and Community 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 Board in planning for the student's next placement (DJJ and the School Board representative shall document the Transition Plan jointly.)
6. Provide classrooms for the educational staff.
7. Provide maintenance and daily custodial services.

Responsibilities of the Board:

1. Provide a direct line administrator responsible for staff supervision, training, curriculum design, and program implementation. This administrator will also ensure compliance with Department of Education (DOE) rules and regulations pertaining to alternative education programs.
2. Responsible for providing qualified instructional personnel. Substitute teachers, if available, will be provided when the regular classroom teacher is absent
3. Implement a year-round program with qualified staff members.
4. Furnish textbooks and classroom teaching supplies to DJJ facilities at which School Board personnel provide direct instruction.
5. Disseminate information about and assist in the development and adoption of promising educational practices for students in DJJ.
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.

B. Administrative Procedures

Timelines

This cooperative agreement shall become effective with the signature of the School Board and DJJ and will continue from year to year. 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.

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.

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 and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

C. Allocation of Resources

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

DJJ agrees to the following:

1. To work jointly with educational personnel on matters relative to discipline and educational programming during instruction process.
2. To provide facilities, including utilities and maintenance, to house the educational program.

The School Board agrees to the following:

1. To provide a free appropriate public education, including but not limited to academic, vocational, and special education services as appropriate for students 5-18 years of age, consistent with all state and federal rules, regulations, and laws.

2. To purchase and maintain materials, equipment, and supplies used in the students' educational program; and an inventory of teaching supplies, material and equipment.
3. To disseminate information about and assist in the development and adoption of promising educational practices for students in DJJ.

D. Educational Evaluation

The DJJ and the School Board agree to the following:

1. To comply with the district's special education procedures 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 and implement evaluations of treatment and educational services.

E. Curriculum and Instruction

The 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 length of program services.
3. Instructional delivery methods are appropriate for the target student population and includes computer assisted instructions.
4. Pretest and posttest 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 are available to the students.
8. They will 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.

F. Classroom Management and Attendance

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

1. There is a written common discipline plan (Code of Conduct) for the education program.
2. All classes will be conducted with a minimum of one classroom teacher and one DJJ staff member.
3. All students will be required to attend class in accordance with School Board policy.
4. They will follow the School Board-provided testing calendar for state tests.
5. They will collaborate on the educational calendar, providing school days, in-service days and holidays.

G. Qualified Instructional Personnel

The DJJ and the School Board agree to the following:

1. Instructors will be Florida certified, or provide evidence to the School Board that they have applied for Florida certification.

H. Teaching Skills

The 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 and in-service staff development programs
3. Support continuing education efforts by instructional personnel

I. 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 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; therefore, that is , 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 reentry staff in addition to designated individuals from outside agencies and/or programs.

J. Student Records

Responsibilities of the School Board

To implement this agreement, the School Board shall

1. Maintain grade books.
2. Enter grades into computer system at the end of each semester. For youth exiting the program prior to semester end, in-district withdrawal form with grades is forwarded to the receiving school or the district contact person (if out of district).
3. All student records will be included in the youth's commitment package prior to entry into the program.
4. Ensure that all student records from previous schools attended will be included in the youth's commitment package prior to entry into a DJJ facility.

K. Interagency Disputes

In the event that the School Board and DJJ (Detention Center) disagree on the administering and/or enforcement of any provision in this contract, the following method will be utilized to resolve the disputes.

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 thirty (30) 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.

L. Safety and Support

Responsibilities of the DJJ

1. Provide a safe and secure environment for all youth and personnel
2. Investigate all safety violation incidents that occur.
3. Participate and assist in the monitoring and education programs to ensure compliance with Florida statutes, applicable federal and state laws, rules, and regulations.
4. Implement recommendations made through the evaluation process

Responsibilities of the School Board

1. Monitor and evaluate education programs provided to ensure compliance with Florida statutes, applicable federal and state laws, rules, and regulations
2. Make and implement recommendations made through the evaluation process

M. Correction of Deficiencies

The agencies shall agree to the following:

1. Jointly review facility Quality Assurance Report
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 time frames to implement recommendations

N. This agreement may be terminated by either party, with or without cause, upon sixty (60) day written notice to the other party.

The School Board of St. Lucie County, Florida

By: _____
Troy Ingersoll, Chairperson

Date Signed: _____

Attest _____
Michael J. Lannon, Superintendent

State of Florida Department of Juvenile Justice

By _____
Kevin Housel, Superintendent
St. Lucie Regional Detention Center

Date Signed: _____

Marcia Miller, Chief Probation Officer
FL Department of Juvenile Justice
Circuit 19

SCHOOL BOARD MEETING OF October 26, 2010

SUBJECT (OR TITLE): Cooperative Agreement between the School Board of St. Lucie County and the Department of Juvenile Justice.

BRIEF DISCUSSION (OR SUMMARY):

This is a renewal of our annual agreement with Department of Juvenile Justice for the St. Lucie Regional Detention Center for the 2010-2011 school year.

AUTHORITY FOR ACTION: 1003.52 (13)

FINANCIAL IMPACT: _____ YES X NO

If “yes”, list financial impact of Board’s approval \$

If “yes”, is item currently budgeted? Yes No

If “yes”, list cost strip

If “no”, explain proposed fund source:

RECOMMENDATION:

Recommend superintendent and school board chair approve agreement.

Proposed by: _____

Barbara Slaga, Asst. Superintendent, Student Services and ESE Date

Approved for Agenda:

Michael J. Lannon, Superintendent Date

Approved as to Form:

Daniel B. Harrell, Attorney Date

Attachments: