

**COOPERATIVE AGREEMENT  
BETWEEN  
THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE  
AND  
THE SCHOOL BOARD OF MIAMI-DADE COUNTY  
2018-2021**

**THIS AGREEMENT** made and entered into this 1st day of July, 2018, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA** (hereinafter referred to as the "**M-DCPS**", "Miami-Dade County Public Schools" or "**SBM-DC**") a body corporate and political subdivision of the State of Florida, whose principal place of business is 1450 Northeast Second Avenue, Miami, Florida 33132, and **THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE** (hereinafter referred to as "**DJJ**"), whose principal place of business is 2737 Centerview Drive, Suite 307, Tallahassee, Florida 32399-3100;

**WHEREAS, M-DCPS** must fulfill its constitutional obligation to educate children of compulsory school age, to provide a free appropriate public education, including but not limited to academic, career education, and special education services as appropriate for students 5–18 years of age (up to age 22 for select populations), consistent with all state and federal rules, regulations, and laws;

**WHEREAS, M-DCPS** has determined that some children need alternative settings and/or instructional strategies to achieve their educational goals;

**WHEREAS, M-DCPS** and **DJJ** mutually agree to plan and implement a process and procedure for sharing of information that will result in improved services to youth at risk and those involved in the juvenile justice system and will 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;

**WHEREAS, M-DCPS** agrees to provide access to an educational component as part of **DJJ's** programs;

**WHEREAS, DJJ** operates detention, residential, and/or nonresidential programs, either directly or through private providers, and to which Miami-Dade County students have been assigned by the courts;

**WHEREAS,** the purpose of this Cooperative Agreement is to ensure that in the implementation of applicable provisions of Florida's statutes and rules, **M-DCPS** is the responsible agency and exercises general authority over all educational programs within the district and will include the needs of the juvenile justice education program in the **M-DCPS** planning and budgeting process for expenditures for state categorical and federal funds; will provide each juvenile justice education program all federal funds for which the program is eligible; will 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, will ensure that 100% of the formula-based categorical funds generated by students in juvenile justice programs are spent on appropriate categoricals for those students; and will collaborate with regional workforce boards to pursue workforce development funds in addition to state-appropriated funds; and

**WHEREAS, M-DCPS and DJJ** mutually agree to a collaborative effort to plan, implement, and evaluate programs which meet statutory requirements for students served by DJJ youth service sites.

**NOW, THEREFORE,** in consideration of the mutual covenants embodied herein, and other valuable considerations, the parties to this Cooperative Agreement mutually agree as follows:

**1. RECITALS**

The parties agree that the foregoing recitals are true and correct and such recitals are incorporated herein by reference.

**2. APPLICABLE LAWS**

This agreement shall be governed and construed in accordance with the laws of the State of Florida, the rules and regulations of the State of Board of Education, and the policies, rules, and operating procedures of **M-DCPS** and **DJJ**.

**3. INDEMNIFICATION**

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 action deemed appropriate to remedy such damage or claims.

The parties recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, to the extent and limits provided by law, said governmental entities subject to the limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the governmental entities have under said statute. Each party covenants to maintain sufficient professional, general liability, and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of Agreement.

**4. NON-DISCRIMINATION**

The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

**5. STATE BOARD RULES**

DJJ will abide by all State Board of Education rules and **M-DCPS** policies and procedures relating to youth services/dropout prevention programs. **M-DCPS** will abide by **DJJ** policies and procedures regarding Juvenile Delinquency Programs.

**6. COMPREHENSIVE CARE**

**M-DCPS** and **DJJ** are mutually committed to cooperate in the provision of programs that comprise a comprehensive system of care that meets the educational, health, mental health, and social welfare needs of children and youth served in juvenile justice settings. **DJJ** agrees to comply with the State of Florida immunization requirements.

**7. COOPERATION**

Each party to this agreement has specific statutory responsibilities and resources to provide for the needs of these children and youth, and mutually agree to interagency cooperation as the means by which a full and appropriate array of services may be assured.

**8. PROGRAM INITIATIVES**

This agreement ensures that **M-DCPS** and **DJJ** will cooperatively develop and support joint program initiatives to facilitate the effective and efficient delivery of education and social services to eligible children and youth served in **DJJ** settings.

**9. INFORMATION SHARING**

The parties shall work collaboratively to accomplish the technical interface needed to provide the efficient sharing of information. Until such network can be accomplished, each party shall work to provide a process that is effective under the current technological limitations.

**10. IMPLEMENTATION**

The parties shall disseminate this agreement to appropriate personnel in each agency in addition to private service providers and provide technical assistance in the implementation of the requirements for the agreement.

## **11. OTHER AGREEMENTS**

The parties acknowledge that this agreement does not preclude or preempt each of the agencies individually entering into an agreement with one or more other parties outside of this agreement. Such agreements shall not nullify the force and effect of the agreement.

## **12. ENABLING LEGISLATION**

This agreement shall be implemented by the parties in compliance with applicable Federal laws, Florida Statutes, and Rules including the following:

1. 10000.01 F.S. The Florida K-20 Education System
2. 1000.21 F.S. System wide Definitions
3. 1003.51 F.S. Other Public Educational Services
4. 1002.22 F.S. Education records and reports of K-12 students; rights of parents and students; notification; penalty.
5. 1006.06 F.S. School Food Service Programs
6. 1001.452 F.S. District and School Advisory Councils
7. 1001.31 F.S. Scope of District System
8. 1001.42 F.S. Powers and Duties of District School Board
9. 1003.53 F.S. Dropout Prevention and Academic Intervention
10. 1003.52 Educational Services in Department of Juvenile Justice Programs
11. 1006.13 F.S. Policy of Zero Tolerance for Crime and Victimization
12. 1003.01 F.S. Definitions
13. 1003.26 F.S. Enforcement of School Attendance
14. 1003.22 F.S. School-entry health examinations; immunization against communicable diseases; exemptions; duties of Department of Health
15. 1003.27 F.S. Court Procedures: Cooperative Agreement
16. 1008.25 F.S. Public School Student Progression; Remedial Instruction; Reporting Requirements
17. 1003.51 Other public educational services
18. 1013.53 F.S. Cooperative Development of Educational Facilities in Juvenile Justice Programs
19. 1011.61 F.S. Finance and Taxation: Definitions
20. 1011.62 F.S. Funds for Operation of Schools
21. 985.046 F.S. Statewide Information Sharing System; Interagency Workgroup
22. 985.135 F.S. Juvenile Assessment Centers
23. 985.622 Multiagency plan for career and professional education (CAPE)
24. 985.676 F.S. Community Juvenile Justice Partnership Grants

25. 6A-6.05281 State Board Rule. Educational Programs for Youth in Juvenile Justice Detention, Commitment, Day Treatment or Early Delinquency Intervention Programs.
26. PL 114-95; Every Student Succeeds Act of 2015
27. PL 105-220 Workforce Investment Act of 1998

### 13. INTER/INTRA-AGENCY LINKAGES

#### **M-DCPS and DJJ agree to:**

- a. work cooperatively to minimize the difficulties which may arise out of the differences in laws, statutes, and administrative rules, policies, and procedures governing each agency;
- b. 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;
- c. strive for continuity and coordination of services across the residential, non-residential, educational, and/or social services programs provided by the agencies in **DJJ** settings;
- d. work collaboratively (the **DJJ** on-site program director and **M-DCPS** designee) on the selection of the education staff assigned to **DJJ** facilities to review applicant's prior performance and qualifications when selecting instructional personnel for the program. If any employee of M-DCPS whose right, privilege, or authorization to enter or remain on the premise of any DJJ facility is revoked, said employee will not be eligible for reassignment to any other DJJ secure/non-secure facility;
- e. reciprocate 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;
- f. 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;
- g. jointly review Quality Assurance Reports and program evaluation reports developed by the Florida Department of Education and/or Florida Department of Juvenile Justice; and
- h. share the responsibility of addressing needs identified in Quality Improvement (QI) and outcome measure accountability reports for education.

Comply 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 a 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 a 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 to minimize disruption to the child's or youth's achievement.

#### **14. INTERAGENCY WORKGROUP**

In order to accommodate a coordinated effort relating to program implementation and resource sharing pertaining to improvement of the delivery of educational services programs, the parties shall develop and participate in an interagency workgroup which meets on a semi-annual basis to:

- a. ensure appropriate planning for the opening, closing, and management change(s) for **DJJ** and **M-DCPS** programs;
- b. review issues and concerns regarding implementation of agencies' regulations, policies, or practices; and
- c. provide a liaison network between the agencies.

#### **15. M-DCPS OBLIGATIONS**

**M-DCPS** agrees to:

- a. provide technical assistance in the development and operation of educational services to ensure compliance with Florida Statutes and applicable federal laws, rules, and regulations;
- b. disseminate information about, and assist in the development and adoption of promising educational practices for students in **DJJ** youth services settings;
- c. provide technical assistance to **DJJ** in the development, coordination, and review of personnel training needs for staff responsible for providing education-related services to students;
- d. identify **M-DCPS** personnel designated by the Superintendent of Schools/designee as authorized to receive confidential criminal history information;
- e. ensure that information obtained from the criminal history database will be disseminated only to appropriate school personnel and will carry a warning regarding the reliability, confidentiality, and control over additional dissemination;
- f. request juvenile criminal history information only for the purposes of assessment, placement, or security of persons and property and maintain the confidentiality of this information;

- g. notify the Miami-Dade School Police Department having jurisdiction when an adult or student commits any of the following offenses on school property, on school sponsored transportation, or at school sponsored activities: Homicide; Sexual Battery; Armed Robbery; Aggravated Battery; Battery on a teacher or other school personnel; Kidnapping or abduction; Arson; Possession; Use or sale of any firearm; or Possession, use or sale of any explosive device; as specified in Florida Statutes and State Board Rule. School personnel shall cooperate in any investigation or other proceedings leading to the victim's exercise of rights as provided by law;
- h. serve as an active participant on the local Juvenile Justice Board;
- i. recruit, retain, and train teachers, principals, and support personnel for the education of students in **DJJ** settings who are interested, qualified, or experienced in educating students in juvenile justice programs.;
- j. provide instructional and non-instructional personnel based upon student average daily attendance rates at the specified educational sites;
- k. provide instructional materials and supplies used in the educational program 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.
- l. participate and/or provide educational information for joint case staffing's to share information including treatment team meetings and detention review staffings to share case information;
- m. participate in planning sessions to identify strategies to enhance program/school safety and security;
- n. 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.
- o. follow the safety and security procedures of the **DJJ** program; and
- p. provide students with access to virtual courses pursuant to ss 1002.37, 1002.45, and 1003.498, F.S.

## 16. **DJJ OBLIGATIONS**

### **DJJ agrees to:**

- a. receive and utilize information regarding best practices for students in **DJJ** settings as disseminated by Florida Department of Education, Bureau of Exceptional Education and Student Services
- b. establish procedures to inform **M-DCPS** in a timely manner of new



- facilities, relocation of programs, or any change in the status at existing program settings which impact the number of students served within **M-DCPS** boundaries;
- c. provide an appropriate educational facility as established by the State of Florida, State Requirements for Educational Facilities;
  - d. maintain similar youth counts in residential commitment programs 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;
  - e. work with its Providers 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;
  - f. ensure that information obtained from the student records database will be disseminated only to appropriate DJJ personnel and will carry a warning regarding the reliability, confidentiality, and control over additional dissemination;
  - g. participate in joint case staffings or planning sessions to share case information and/or identify strategies to enhance school safety;
  - h. participate in joint planning with **M-DCPS personnel** to eliminate duplication of services and identify gaps in services to at risk and delinquent youth;
  - i. represent and warrant DJJ will provide adequate and age/ability-appropriate facilities, including utilities and maintenance, for the educational component, which meet life safety codes in compliance with State Requirements for Educational Facilities (SREF) especially those pertaining to fire safety, storage of hazardous materials, exit marking, lighting, ventilation, evacuation, and occupancy loads. Facilities must be maintained in a state of good repair and be in compliance with the Americans with Disabilities Act requirements for students with special needs. **DJJ** sites will submit to **M-DCPS** facilities inspections upon request. **DJJ** will maintain current health and sanitation certificates and submit to annual safety and fire inspections as required under Chapter 553, Florida Statutes, for all buildings used as part of its educational program. **DJJ** will make modifications and repairs to the facilities as cited in the **M-DCPS** Comprehensive Safety Inspection Report in a timely manner in order to comply with F.S. 1001.44 State Requirements for Educational Facilities. Student classrooms must provide a minimum of twenty-five (25) usable square feet per pupil. Instructional personnel must be provided adequate space for desk, file cabinets, instructional materials and supplies, and secured-storage of M-DCPS-owned equipment and confidential documents, such as student tests and records;
  - j. provide a quiet, private room for M-DCPS-sponsored psychological evaluations for Special Education (SPED) and/or ESOL staffings and additional student services;

- k. provide **M-DCPS** personnel unlimited private access to telephone and unlimited access to a facsimile machine for official school-related business;
- l. provide all aspects of student care, including security, housing, feeding, clothing, non-instructional record-keeping, evaluation, discipline, medical services, transportation, counseling and psychological services, and supervision of youth when not in the educational program. **DJJ** staff will inform **M-DCPS** when a student is involved in a serious incident or is injured, using the **DJJ** Central Communications Center Reporting Form;
- m. provide staff within each classroom at all times in accordance with the **DJJ** contracted ratio. The teacher is not included in the program's ratio count;
- n. to provide management of student behavior and to ensure safety of students and **M-DCPS** personnel. Each program implemented under this agreement shall adhere to the staff/youth population ratio as established by **DJJ**;
- o. ensure that a copy of all private services providers contracts inclusive of itemized budgets will be provided to **M-DCPS**;
- p. provide **M-DCPS** educational staff assigned to **DJJ** programs/facilities with facility operating procedures for program security and safety;
- q. provide a safe and secure environment for all youth and personnel;
- r. investigate all safety violation incidents that arise including those that include instructional personnel;
- s. 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;
- t. implement recommendations made through the evaluation process; and
- u. facilitate student access with Florida and District Virtual schools as appropriate.

**17. IMPLEMENTATION PROVISION OF SECTION 1006.13 F.S.**

**DJJ** and **M-DCPS** agree to the following guidelines for ensuring that all children who have been found to have committed one or more of the enumerated offenses in 1006.13(5) 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.

**DJJ agrees to the following:**

- a. **DJJ** Probation Circuit 11 will notify **M-DCPS** when a court order is received by **DJJ** prohibiting the offender and the victim or the victim's sibling(s) to attend the same school or ride the same school bus. The court order must occur at or before 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.

- b. Notification will be from the DJJ Probation Circuit 11 Office to one person or office designated by the Miami-Dade County Superintendent of Schools.
- c. DJJ Probation Circuit 11 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.
- d. DJJ Probation Circuit 11 will notify M-DCPS when the court orders that the offender and the victim and the victim's sibling (s) are allowed to attend the same school. The DJJ Probation Circuit 11 Office will send the notification to the person or office designated by M-DCPS.

**M-DCPS agrees to the following:**

- a. M-DCPS agrees to facilitate the offender's attending another school in the district, provided the other school is not attended by the victim or sibling of the victim.
- b. M-DCPS agrees to facilitate the offender's attending a school in a different district if the offender is unable to attend a different school in the same district.
- c. M-DCPS 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 any reasonable precautionary steps during school hours that may include separating the victim and victim's siblings in classes, lunch times, M-DCPS transportation or school sponsored activities or an alternative assignment.
- d. M-DCPS will work with the parents in order to facilitate the parents paying for non-M-DCPS transportation if the offenders attend a different school.
- e. M-DCPS may provide transportation if it exists at no additional cost to M-DCPS and as long as it does not impact the safety and welfare of students or employees.
- f. In accordance with 1003.31, F.S., any disciplinary action of a student with a disability must comply with the procedure set forth in state board rule as well as federal law.

**18. TERM OF AGREEMENT**

This agreement will be in effect from July 1, 2018, or upon full execution, whichever is later, and continue through June 30, 2021.

**19. TERM OF EDUCATIONAL COMPONENT**

The term of the educational component will be comprised of 250 days of instruction distributed over 12 months. 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.

All DJJ service providers with educational programs will follow the approved **M-DCPS** calendar for DJJ programs.

**M-DCPS** shall provide an educational program from September 1, 2017, through June 30, 2021, without disruptions and enroll students for a minimum of 300 minutes each school day. Services will be provided in accordance with the **M-DCPS** approved annual calendar.

## **20. AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by each party hereto.

## **21. TERMINATION**

Each party reserves the right to terminate this agreement, with or without any reason, upon notifying the other parties by United States Postal Service certified mail, return receipt requested. Termination of the agreement shall be effective thirty (30) calendar days from the date notice is received.

## **22. CONFIDENTIALITY**

Each party to this agreement agrees to abide by the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99, to protect the rights of students and clients with respect to records created, maintained, and used by public institutions with the state. It is intended that parents/guardians, students, and clients have the rights of access, rights of challenge, and the rights of privacy with respect to records and reports, and that there will be strict adherence to all applicable laws and regulations pertaining to those rights.

## **23. RESTRICTED INFORMATION**

Each party to this Agreement concurs that it may be necessary to restrict information sharing due to statutory prohibitions not contained in Chapter 984,985, F.S. (ethical practice or special situation). A third party psychological evaluation obtained by either of the signatory parties or an employee thereof, may not be released without the expressed written consent of the author of such report, and/or written consent of the parent or guardian. A blanket order for the exchange of information may substitute for such a release, in the event a release cannot be obtained.

## **24. SHARING OF INFORMATION**

**The M-DCPS and DJJ agree to comply with applicable Federal Laws, Florida Statutes, and Rules, including the following:**

1. 1002.22 F.S. Pupil and Student Records and Reports; Rights of Parents, Guardians, Pupils and Student; Notification; Penalty.
2. 1003.52 F.S. Administrative Issues Including Procedures for Sharing of Information
3. 1012.797; 1006.08 F.S. Notification of Superintendent of Certain Charges Against or Convictions of Students or Employees.
4. 985.414(5), F.S. District Juvenile Justice Board
5. 985.04(5), F.S. Oaths. Records and Confidential Information
6. Rule 6AER94-3, FAG Notification
7. Family Educational Rights and Privacy Act (FERPA)
8. Individual with Disabilities Education Improvement Act (IDEA) 2004

**25. TRAINING**

**DJJ** will provide recommendations to the **DJJ** Facilities/Programs for the development, coordination, and review of personnel training needs for **M-DCPS** staff in **DJJ** Facilities/Programs.

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.

**26. TECHNICAL ASSISTANCE**

**DJJ** will receive technical assistance from **M-DCPS** when developing and implementing any **DJJ** Rules, Policies, and Procedures pertaining to the provision of educational services for youth/students in **DJJ** Facilities/Programs consistent with state and federal laws, rules, and regulations.

**27. ANNUAL REVIEW**

**M-DCPS** and **DJJ** agree to annually review the allocation of resources in support of the **DJJ** educational services program.

**28. AGENCY REPRESENTATIVES**

The **M-DCPS** designee for the purpose of administering this agreement will be the Superintendent, who may assign a designated administrator for the purposes of monitoring compliance and educational program administration. The **DJJ** designee for the purpose of executing and administering this agreement will be the Chief Probation Officer, Circuit 11, The Florida Department of Juvenile Justice.

**29. INTERAGENCY DISPUTES**

**Any disputes arising under this agreement shall be addressed through the following measures:**

- a) Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal, and policy grounds.
- b) Staff from the receiving agency shall provide a written response, which includes proposed solutions to the conflict, within forty-five (45) days of receipt of the notice of conflict.
- c) Upon resolution of the conflict, a joint written statement indicating the resolution will be developed and disseminated by a representative from each agency.
- d) Should further action be required, a report from each agency will be submitted to the appropriate agency heads for resolution.

### **30. ASSESSMENT AND EVALUATION**

- a) The parties shall initiate an assessment process which is coordinated and avoids duplication of services, and ensures that eligible youth are evaluated for the purposes of implementing the most appropriate educational, residential, and/or treatment program available.
- b) The parties shall define assessment protocols for intake, service implementation, and transition planning.
- c) The parties shall implement recommendations of annual Quality Improvement review of treatment and educational services.
- d) Student academic performance will be evaluated on a quarterly basis and at the end of the summer term.
- e) **M-DCPS** shall complete a student registration package for each student enrolled in its educational program. This package shall reflect the program's consent and must be signed and dated prior to program enrollment each time a student enters a **DJJ** educational program.
- f) Registration is required each time a student re-enrolls in a program. **M-DCPS** shall complete a student withdrawal form for each student withdrawing from its educational, program. This form reflecting the program's consent, must be signed and dated prior to program withdrawal each time a student exits a **DJJ** educational program.

### **31. CURRICULUM AND INSTRUCTION**

- a) **The parties shall work cooperatively to ensure that:**
  - 1) the educational, residential, treatment, and/or social services components will be integrated to provide youth with a comprehensive system of care;
  - 2) they work cooperatively in scheduling DJJ program intervention and

- treatment services to maximize school participation and work collaboratively to address students' education and treatment needs;
- 3) 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;
  - 4) any fees collected by a party to this agreement will not be collected as a condition of the student's enrollment in the educational program;
  - 5) implementation of an Individual Educational Plan (IEP) for any student identified as SPED, and a Progress Monitoring Plan (PMP) for all students and English Language Learner (ELL) plans for ESOL students occurs; and
  - 6) students receive a minimum of 25 hours of instruction weekly.

b) **M-DCPS shall:**

- 1) provide teaching/learning materials and supplies which are necessary to provide appropriate instruction in courses required by **M-DCPS**;
- 2) conduct an instructional program in accordance with **M-DCPS** policies and rules, which includes, but is not limited to, scheduling and staffing patterns;
- 3) furnish an appropriate education program for eligible regular and special needs students to include English Language Learners
- 4) provide instructional delivery methods are appropriate for the target student population;
- 5) ensure all student assessments as required by The Florida Department of Education are administered within established timelines;
- 6) provide pre-test and post-test measures for content areas are available and utilized;
- 7) ensure implementation of Individual Educational Plans, Section 504 Plans, English Language Learner Plans, Individual Progress Monitoring Plans, and Individual Transition Plans;
- 8) provide High School Equivalency Examination preparation courses and the Performance-Based Exit option (formerly GED Exit Option) Model are available to the students;
- 9) ensure courses are in accordance with the Florida Course Code Directory; and
- 10) adhere to the guidelines and criteria in the **M-DCPS** Student Progression Plan, and follow the State of Florida's curriculum frameworks, performance standards, and graduation requirements, as well as applicable Federal and State Laws and the State Board of Education Rules.

### 32. BEHAVIOR MANAGEMENT AND ATTENDANCE

**DJJ shall:**

- a) collaborate with the **M-DCPS** to develop a 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;
- b) provide **M-DCPS** updated census upon new admissions; and
- c) ensure that non-attendance of youth under their jurisdiction shall be referred to the courts.

**M-DCPS shall:**

- a) take attendance on a daily basis, provide accurate attendance records that are sufficient for fiscal and FTE audits, and follow **M-DCPS** policies and procedures for truancy and attendance;
- b) ensure that 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; and
- c) jointly develop the classroom behavior management plans in place at all **DJJ** programs.

**33. CERTIFICATION, LICENSURE, AND STAFF DEVELOPMENT**

- a) All professionals serving students under this agreement must be appropriately certified including Florida ESE certification or willingness to work toward Florida ESE certification, by State of Florida law and/or meet applicable local licensure requirements.
- b) **M-DCPS** shall provide teachers who have met certification requirements as set forth in Chapter 6A-4 of the State Board of Education rules.
- c) **M-DCPS** shall assign teachers to classes in accordance with the Florida Course Code Directory and the district's approved dropout prevention program plan.
- d) **M-DCPS** shall offer district-approved staff development opportunities to **DJJ** staff on a space-available basis. The costs related to said activities, if any, will be the responsibility of the participant's employer.
- e) 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:
  - i. 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)
  - ii. 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.

### 34. BACKGROUND SCREENING

- a) In compliance with the Jessica Lunsford Act, **DJJ** represents and warrants the following:

By law, due to the nature of **DJJ's** business, all of **DJJ's** employees who are permitted access to school grounds when students are present or who come into direct contact with students are required to submit to a state and national criminal history check for licensing and other purposes. Specifically these employees undergo a "Level 2 Background Screening" as defined by Sections 1012.32 and 435.04, Florida Statutes. All **DJJ** employees offering service to the students of M-DCPS have undergone and passed the Level 2 Background Screening within the last five (5) years. All such licenses and other certificates are current and in good standing. If **DJJ** receives notification from any of its employees or anyone with whom it has a contract that he or she has been arrested, **DJJ** will notify **M-DCPS** immediately.

- b) In compliance with the Jessica Lunsford Act, **M-DCPS** represents and warrants the following:

By law, all **M-DCPS** employees who are permitted access to school grounds when students are present or who come into direct contact with students are required to submit to a state and national criminal history check. Specifically, these employees undergo a "Level 2 Background Screening" as defined by sections 1012.32 and 435.04, Florida Statutes. All **M-DCPS** employees offering service to the students of **M-DCPS** have undergone and passed the Level 2 Background Screening within the last five (5) years. All required licenses and other certificates are current and in good standing.

### 35. TRANSITION

**DJJ** and **M-DCPS** 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.

**DJJ and M-DCPS agree to ensure that:**

- a. a specific transition program is in place at each **DJJ** facility and **M-DCPS**;
- b. a transition plan is developed for each of the students upon admission to the program, is incorporated into the performance plan, and is reviewed on a regular basis;
- c. The transition plan must include, at a minimum:
  1. Services and interventions that address the student's assessed educational needs and post release education plans.
  2. Services to be provided during the program stay and services to be implemented upon release, including, but not limited to, continuing education in secondary school, CAPE programs, postsecondary education, or employment, based on the student's needs.
  3. Specific monitoring responsibilities to determine whether the individualized transition plan is being implemented and the student is provided access to support services that will sustain the student's success by individuals who are responsible for the reintegration and coordination of these activities.
- d. transition planning involves educational, facility, family, and aftercare staff in addition to designated individuals from outside agencies and/or programs;
- e. **DJJ** will notify **M-DCPS** personnel sixty (60) days prior to a student's preparing to exit the program;
- f. 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.

**M-DCPS shall ensure:**

- a. 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.
- b. 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.
- c. 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.

- d. 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.
- e. 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.
- f. 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).

**36. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

**37. NO THIRD PARTY BENEFICIARIES**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this agreement. None of the parties intend to directly or substantially benefit a third party by this agreement. The parties agree that there are no third party beneficiaries to this agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**38. RECORDS**

Each Party shall maintain its own respective records and documents associated with this agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

**39. ENTIRE AGREEMENT**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the Parties agree that no

deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**40. PREPARATION OF AGREEMENT**

The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**41. WAIVER**

The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this agreement shall not be deemed a waiver of such provision or modification of this agreement. A waiver of any breach of a provision of this agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this agreement.

**42. COMPLIANCE WITH LAWS**

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this agreement.

**43. GOVERNING LAW**

This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Eleventh Judicial Circuit of Miami-Dade County, Florida. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

**44. BINDING EFFECT**

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**45. ASSIGNMENT**

Neither this agreement nor any interest herein may be assigned, transferred, or

encumbered by any party without the prior written consent of the other party.

**46. FORCE MAJEURE**

Neither party shall be obligated to perform any duty, requirement, or obligation under this agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party. In no event shall a lack of funds on the part of either party be deemed Force Majeure.

**47. PLACE OF PERFORMANCE**

All obligations of **M-DCPS** under the terms of this agreement are reasonably susceptible of being performed in MIAMI-DADE County, Florida and shall be performable in MIAMI-DADE County, Florida.

**48. SEVERABILITY**

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable, or void in any respect, the invalidity, illegality, unenforceability or unlawful, or void nature of that provision shall not affect any other provision and this agreement shall be considered as if such invalid, illegal, unlawful, unenforceable, or void provision had never been included herein.

**49. NOTICE**

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 provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

**TO M-DCPS:** Alberto Carvalho, Superintendent of Schools  
Miami-Dade County Public Schools  
1450 Northeast Second Avenue, Room 912  
Miami, Florida 33132

**WITH A COPY TO:** Luis E. Diaz, Administrative Director  
Miami-Dade County Public Schools  
Division of Educational Opportunity and Access  
1450 N.E. 2 Avenue, Room 850  
Miami, FL 33132

School Board Attorney  
Miami-Dade County Public Schools  
1450 N.E. 2nd Avenue, Suite 430  
Miami, FL 33132

Michael Fox, Risk Analyst  
Miami-Dade County Public Schools  
1500 Biscayne Boulevard, Suite 127B  
Miami, Florida 33132

**AGENCY:** Laura Moneyham,  
Assistant Secretary, Residential Services  
Florida Department of Juvenile Justice  
2737 Centerview Drive  
Tallahassee, Florida 32399

**WITH A COPY TO DJJ:** Frank Manning, Chief Probation Officer  
Florida Department of Juvenile Justice  
11430 North Kendall Drive, Suite 101  
Miami, FL 33176

**51. CAPTIONS**

The captions, section numbers, article numbers, title, and headings appearing in this agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this agreement, nor in any way affect this agreement and shall not be construed to create a conflict with the provisions of this agreement.

**52. 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.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first hereinabove set forth.

**FLORIDA DEPARTMENT OF  
JUVENILE JUSTICE: THE AGENCY**

**THE SCHOOL BOARD OF MIAMI-  
DADE COUNTY, FLORIDA  
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:**

Frank Manning 7/26/18 Date Administrative Director, 7/13/18 Date  
Frank Manning, Chief Probation Officer Department of Juvenile Justice Division of Educational Opportunity and Access

Jose T. Simla 7/12/18 Date  
Risk Management

M 7/27/18 Date  
Attorney for School Board

Mr. Alberto M. Carvalho 7/10/18 Date  
Superintendent of Schools, or Designee

Tabitha G. Fazzino  
DESIGNEE