

Juvenile Justice Cooperative Agreements and Education Service Contracts

Purpose

The purpose of this technical assistance paper (TAP) is to provide school district personnel with information essential to the development of cooperative agreements with the Department of Juvenile Justice (DJJ), the development of education service contracts with private providers, and contract management. The requirements, procedures, and guidelines outlined in this TAP may also prove helpful in developing cooperative agreements between school districts and sheriff’s departments in order to provide educational programs for school-aged students who are in jails.

Implementing effective programs for youth in community-based programs operated by DJJ requires comprehensive contract planning, development, and management as integral components of the partnership between the local school board, DJJ, and the private provider. A collaborative relationship between the school board and the provider is essential to effective programming. Open communication is also integral to the cohesive, comprehensive, and seamless services contributing to achievement of the shared goal of student success. Cooperative agreements and contracts should clearly delineate roles and responsibilities of each participating organization in the development, implementation, and monitoring of the educational component.

Statutory Authority

Sections 1003.51 [228.081]* and 1003.52 [230.23161], Florida Statutes, and Rule 6A-6.05281, Florida Administrative Code (FAC), are specific to programs and services for youth in DJJ educational programs. Rule 6A-6.05281, FAC, stipulates criteria for eligibility and the basis for funding under the Florida Education Finance Program (FEFP) for youth in DJJ programs. School boards are ultimately responsible for the educational services provided to students assigned to DJJ under the school board’s jurisdiction, whether the educational services are provided by the school board or are contracted with a private provider. School boards and providers must adhere to all Florida Statutes and State Board of Education rules (SBER). Contracts between school boards and private providers may reference requirements in section 1003.52(13) and 1003.51(2) [230.23161(14) and 228.081(2)], Florida Statutes. Additionally, contracts with private providers shall address the responsibilities of the school district and the private provider for implementing the requirements of Rule 6A-6.05281, FAC. Cooperative agreements between DJJ and school districts must reference the 13 requirements listed in section 1003.52(13) [230.23161(14)], Florida Statutes. Copies of relevant statutes and rules are found in appendices A, B, and C.

*As part of the school code rewrite of 2002, the Legislature adjusted statute numbers for education statutes. In this document the new citations will be utilized, followed in brackets by the old citations.

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FLORIDA
DEPARTMENT
OF EDUCATION

TECHNICAL ASSISTANCE PAPERS are produced periodically by the Bureau of Instructional Support and Community Services to present discussion of current topics. The TA Papers may be used for inservice sessions, technical assistance visits, parent organization meetings, or interdisciplinary discussion groups. Topics are identified by state steering committees, district personnel, and individuals, or from program compliance monitoring.

Types of Documents

During the review process, Department of Education (DOE) staff identified some confusion related to the names of various legal documents related to educational services for students in DJJ facilities, including appropriate use of interagency agreements and cooperative agreements with DJJ. Please find below specific information regarding these documents.

Cooperative Agreement—Section 1003.52(13) [230.23161(14)], Florida Statutes, requires each school district to negotiate a cooperative agreement with DJJ regarding the delivery of educational services to youth under the jurisdiction of DJJ. Districts may wish to develop one cooperative agreement with DJJ that addresses multiple juvenile justice sites or develop separate cooperative agreements for each individual site. These cooperative agreements must be submitted to DOE prior to the October full time equivalency (FTE) week. We ask that these documents be submitted by August 31, 2003, to

Florida Department of Education
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325 W. Gaines Street
501 Turlington Building
Tallahassee, FL 32399-0400

Education Service Contract—Section 1003.52(11) [230.23161(12)], Florida Statutes, states that school districts may contract with a private provider for the provision of educational programs to youth placed with DJJ.

Interagency Agreement—Section 985.04(3)(a), Florida Statutes, provides that within each county, the sheriff, chief of police, district school superintendent, and DJJ must enter into an interagency agreement for the purpose of sharing information about juvenile offenders among all parties. The agreement must specify the conditions under which summary criminal history information is to be made available to appropriate school personnel and the conditions under which school records are to be made available to appropriate DJJ personnel. This agreement also requires notification to any classroom teacher of an assignment to the teacher's classroom of a juvenile who has been placed in a probation or commitment program for a felony offense. The agencies entering into such agreement must comply with section 943.0525, Florida Statutes, and must maintain the confidentiality of information that is otherwise exempt from section 119.07(1), Florida Statutes. These interagency agreements are not required to be submitted to DOE.

Facility Operating Agreement—If the school district provides the educational services at a DJJ facility, it may be useful to develop a facility operating agreement to hold all parties accountable for their roles and responsibilities, such as security of staff, classroom space, and maintenance of educational facilities. If the agreement is used in this manner, it is not required to be submitted to DOE.

Department of Education Involvement and Monitoring

The DOE is involved in the monitoring of juvenile justice educational programs in several ways.

- School districts are required to submit all DJJ cooperative agreements and education service contracts to DOE prior to the October FTE Reporting Survey—Rule 6A-6.05281(9) and (11), FAC.
- Districts are also required to report academic scores on entry and exit assessments to DOE via the DOE student information database—Rule 6A-6.05281(3)(g), FAC.

- Students' results on state and district-wide tests must be reported to DOE.
- DJJ programs are assigned school numbers, and school districts are required to report financial data to DOE.
- All DJJ programs that contain educational components, including detention, commitment, and prevention programs, are subject to annual educational quality assurance reviews (QARs) conducted by DOE's Juvenile Justice Educational Enhancement Program (JJEED).
- Rule 6A-6.05281, FAC, provides interventions and sanctions for programs that fail to meet the minimum standards of the educational QAR, fail a priority indicator, or are noncompliant with state and federal requirements.
 - *Interventions* include technical assistance provided to the program, development and implementation of a corrective action plan, and follow-up review of the educational program.
 - *Sanctions* include public release of the unsatisfactory findings, assignment of a monitor to address identified deficiencies (paid for by the local school board or private provider), and reduction of payment or withholding of state or federal funds.
 - Programs that do not correct deficiencies after interventions and sanctions have been applied will be required to change educational providers. Please see Rule 6A-6.05281(10), FAC, for specific requirements.
- DJJ programs are subject to DOE monitoring of exceptional student education (ESE) services and financial records.
- DJJ programs are subject to FTE audits conducted by the auditor general.

Cooperative Agreements

Cooperative agreements between school districts and DJJ must include all of the components defined in section 1003.52(13) [230.23161(14)], Florida Statutes. Each school district that has a DJJ residential or nonresidential care facility or juvenile assessment facility within its jurisdiction is required to have a current cooperative agreement with DJJ. All cooperative agreements must be submitted to DOE prior to the October FTE Reporting Survey.

The development of procedures and guidelines for implementation of the cooperative agreement should be part of the negotiating process. Cooperative agreements may be individual in nature, depending on the needs of the students and the issues of the program or agency. It is recommended that cooperative agreements be adapted to the specific program profile whenever possible. Minimally, cooperative agreements must address the components that reflect the 13 requirements contained in section 1003.52(13) [230.23161(14)], Florida Statutes. Cooperative agreements often include sections such as the purpose and general provisions or terms of the agreement. A sample cooperative agreement is located in appendix D. See appendix E for the 2003-2004 Juvenile Justice Education Cooperative Agreement Review Checklist.

Purpose

Most cooperative agreements contain a statement of purpose, which includes the names of the specific agencies and programs participating in the agreement.

General Provisions or Terms of Agreement

References in the terms of agreement usually include the following:

- date cooperative agreement takes effect and how long it is in effect
- notice provision (the process by which cancellation of the contract would be made by either party)
- mutually agreed upon procedures for implementing the cooperative agreement

- renegotiation and notification process
- indemnification clause, if applicable (each party’s responsibility for acts of negligence)
- authority (Example: Each party signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute the 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.)

Provision to Ensure Enforcement of No Contact Orders

The 2001 Legislature required that the cooperative agreement, adopted pursuant to section 1003.52(13) [230.23161(14)], Florida Statutes, must specify guidelines for ensuring all *no contact* orders entered by the court are reported and enforced and that all steps are taken to protect the victim of any violent crime from further victimization. DJJ has developed a sample agreement that may be used by those districts that do not have a juvenile justice facility. It may also be used as an addendum to an existing cooperative agreement between the school district and DJJ. A copy of the cooperative agreement developed by DJJ can be found in appendix F.

Rule 6A-6.05281, FAC

- Rule 6A-6.05281(11), FAC, states that “the timelines and responsibilities, as required by section 1013.53 [235.1975], Florida Statutes, for the notification by DJJ to the local school board of the siting of new facilities and the awarding of a contract for the construction or operation of such a facility shall be included in the agreement.”
- DJJ is required by section 1013.53 [235.1975], Florida Statutes, to notify school districts of the siting of new facilities and the awarding of a contract for the construction or operation of such a facility within 30 days of the awarding of such a contract.

Requirements of Section 1003.52(13) [230.23161(14)], Florida Statutes

Each cooperative agreement must contain the requirements listed in section 1003.52(13) [230.23161(14)], Florida Statutes.

1. Roles and Responsibilities of Each Agency
 - Cooperative agreements must address the responsibilities of the school board, the responsibilities of DJJ, and shared responsibilities.
 - This section should address the joint assessment, planning, implementation, and evaluation of program activities and the monitoring and effective implementation of state and federal legislation concerning the education of students in juvenile justice settings.
2. Administrative Issues Including Procedures for Sharing Information—References to administrative issues, including sharing information, should include the following:
 - procedures for accessing DJJ, school board, psychological, and medical information for students
 - protection of privacy of student records, pursuant to state and federal requirements
 - listing of any administrative information that may need to be shared, such as agency or school
 - board calendars, policies, procedures, or guidelines.

Effective treatment and educational services may involve collaboration and sharing of specific student information and service planning. All professionals need to maintain compliance with parents’ and students’ rights concerning protection of privacy as outlined in section 1002.22 [228.093], Florida Statutes.

3. Allocation of Resources Including Maximization of Local, State, and Federal Funding—References to
 - number of students estimated to be enrolled for FTE surveys
 - FEFP requirements of daily attendance, membership, school calendar documentation, and number of instructional minutes per day
 - procedures for recording direct instructional time
 - required percentage of funds to be allocated to instructional program including, at a minimum, 80% of the FEFP funds generated and 100% of relevant categorical funding.

Rule 6A-6.05281, FAC, also requires school districts to notify DJJ facilities under their jurisdiction of the appropriate entity that receives funding for workforce development programs. If the school district is the provider of the workforce development program, the DJJ program shall be notified of the requirements for enrollment and completion of these programs.

Section 1003.52(16) [230.23161(17)], Florida Statutes, states that DJJ is responsible for maintenance, repairs, and remodeling of existing educational facilities.

Whether a school site or a provider site is used for the educational component depends on factors relating to the level of the DJJ facility, available space, and the most appropriate setting to deliver the agreed-upon program. The cooperative agreement should stipulate that if the site is provided by DJJ or the provider, it must comply with facility safety requirements embodied in the State Uniform Building Code for Educational Facilities and the Department of Education's State Requirements for Educational Facilities (SREF) 1994; section 1003.52(17) [230.23161(18)], Florida Statutes.

4. Procedures for Educational Evaluation for Educational Exceptionalities and Special Needs—References to the procedures for the evaluation of and services for educational exceptionalities and special needs should include the following:
 - assessment process and services for exceptional student education (ESE)
 - assessment process and services for students with limited English proficiency (LEP)
 - identification process and services for students with disabilities covered under Section 504 of the Rehabilitation Act
 - school board positions responsible for the services listed above.
5. Curriculum and Delivery of Instruction—References to curriculum and delivery of instruction should include the following:
 - academic and vocational course offerings based on the identified needs of the students
 - curriculum that meets the requirements for pupil progression and the *Florida Course Code Directory and Instructional Personnel Assignments*
 - opportunities for students to earn a Florida high school diploma by taking the General Education Development (GED) exams, including access to GED preparation activities, testing, and the use of the GED Exit Option Model
 - academic expectations of students
 - statements concerning the integration of treatment and education, when applicable
 - 250-day school year, ten days of which may be used for planning for residential programs and up to 20 days for teacher training in nonresidential programs, subject to the approval of DJJ and DOE
 - methods used for instructional delivery.

Section 1003.52(5) [230.23161(6)], Florida Statutes, requires that educational programs consist of appropriate basic academic, vocational, or exceptional curricula and related services that support the treatment and re-entry goals of the students. Rule 6A-6.05281, FAC, requires that all DJJ programs offer instruction in either vocational, technical, career awareness, or career exploration subjects and that instruction is individualized and delivered using a variety of teaching strategies. Integrated education or treatment models often include coordinating the awarding of school credit for activities performed by program personnel under the supervision of school board personnel, such as physical education or peer counseling.

6. Classroom Management Procedures and Attendance Policies—References to classroom management should address the following:
 - facility staff in classroom with students, at all times
 - DJJ or program personnel present during educational activities for security reasons to maintain responsibility for control of behavior and safety of the students while in the educational program
 - policies as to expulsion or suspension
 - school board policies relevant to attendance
 - notification procedures for any DJJ or program activities that will interfere with school attendance
 - notification procedures for state and district-wide testing
 - relevant agency and school board calendars
 - collaboration to implement common classroom management and discipline procedures.

Behavior of the students can be managed by requiring a program behavior technician or counselor from the agency to be on-site and the behavior plan in the classroom to parallel or complement the behavior program implemented by the program provider, contingent on the level of the program.

7. Procedures for Provision of Qualified Instructional Personnel and for Performance of Duties While in a Juvenile Justice Setting—References to the procedures for the provision of qualified instructional personnel and for performance of duties should include the following:
 - number of certified teaching positions and assignments
 - number of non-certified teaching positions and assignments, if applicable
 - number of on-site school board administrative or support positions and duties, if applicable.

Section 1003.52(10) [230.23161(11)], Florida Statutes, requires that teachers assigned to educational programs in juvenile justice settings in which the district school board operates the educational program shall be selected by the school district in consultation with the director of the facility.

8. Provisions for Improving Skills in Teaching and Working with Juvenile Delinquents—References to inservice training for teaching and working with juvenile delinquents should include the following:
 - number of days that will be provided annually for inservice training
 - availability of school board inservice training for DJJ or program personnel and availability of DJJ or program training for school board personnel.

The inservice training may contain references to cross-training educational, DJJ, and program personnel.

9. Transition Plans for Students Moving into and out of Juvenile Facilities—References to transition services should include the following:
- timelines for notifying appropriate educational personnel of students preparing to exit the program
 - accessing and transferring student educational records, assessments, and other educational information via the DJJ commitment file or DJJ discharge packet
 - assessment procedures
 - student planning procedures
 - transition planning procedures
 - personnel from both agencies that will be responsible for the transition process and planning for students
 - collaboration of educational and treatment planning, when applicable.

Rule 6A-6.05281, FAC, outlines the requirements of the transition plan, the planning process, and the personnel who must be involved in transition activities.

10. Procedures and Timelines for the Timely Documentation of Credits Earned and Transfer of Student Records—References to the timely documentation of credits earned and transfer of student records should include clarification of the following:
- student records request process
 - content of student records
 - interagency transfer of student records via school board and DJJ personnel
 - enrollment procedures
 - protection of privacy clause
 - DJJ and school board personnel responsible for the aforementioned services.

Rule 6A-6.05281, FAC, outlines the requirements for the content of student records, the process of transferring student records, and the personnel who must be involved in the process.

11. Methods and Procedures for Dispute Resolutions—References to methods and procedures for dispute resolutions should contain the following:
- mediation or conflict resolution procedures
 - DJJ and school board personnel ultimately responsible for dispute resolutions when disputes cannot be resolved at the program level.

12. Provisions for Ensuring the Safety of Educational Personnel and Support for the Agreed Upon Educational Program—References to the provision for ensuring the safety of educational personnel should include the following:
- security measures that will be taken by DJJ to ensure the safety of the educational personnel working in the facility
 - DJJ or program staff-to-student ratio required during school activities.

13. Strategies for Correcting any Deficiencies Found through the Quality Assurance Process—References to strategies for correcting deficiencies found through the quality assurance process should include the following:
- mutual review of quality assurance findings
 - procedures and timeframes for correcting deficiencies found through the quality assurance process.

Rule 6A-6.05281, FAC, requires sanctions and interventions for low-performing DJJ programs based on quality assurance findings. Procedures for correcting deficiencies should be consistent with language in the rule. Strategies for correcting deficiencies should be aligned with the school improvement process and plan, and the results of quality assurance reviews (QARs) should be utilized in other school improvement initiatives.

Education Service Contracts

School boards may elect to contract with a private provider to employ personnel and provide all essential components of an educational program. The provider is accountable for all educational components as provided by federal requirements, Florida Statutes, and State Board of Education rules.

The school board may contract with a private provider for the delivery of educational services within each separate DJJ program. Contracts may include any of the matters defined in section 1003.52(11) [230.23161(12)], Florida Statutes. Specifically, contracts with private providers need to address the responsibilities of the school district and the private provider for implementing the requirements of Rule 6A-6.05281, FAC. Each school board that utilizes the option of contracting for educational services must maintain a current contract with the provider for the educational services. It is the option of the school board to provide one-year contracts or multiple-year contracts. DOE encourages the school board to review multiple-year contracts annually. All education service contracts must be submitted to DOE prior to the October FTE Reporting Survey. A sample education service contract is located in appendix G. See appendix H for the 2003-2004 Juvenile Justice Education Services Contract Review Checklist.

Before school districts enter into a contract with a private provider, Rule 6A-6.05281(9), FAC, requires that the private provider shall have, at a minimum

- documented experience in providing high quality educational services or a detailed plan for providing high quality educational services that meet applicable state and federal requirements
- sufficient financial stability and resources to hire an adequate number of certified or qualified instructional personnel.

Prior to contracting with a private provider, the school district shall

- review and consider the provider's past performance history, including the results of QARs
- review the private provider's contract, if any, with DJJ for the care and custody of youth in the detention, commitment, day treatment, or early delinquency intervention program to ensure that services and resources are coordinated and not duplicated.

Procedures or guidelines for implementation of the contract should be developed as part of the negotiating process. Contracts should be individual in nature, depending on the needs of the students and the issues of the agency.

Roles and Responsibilities

Roles and responsibilities may be divided as agreed upon between the school board and the private provider. The contracts must specify all requirements that are the direct responsibility of the private provider and all requirements that are the direct responsibility of the school board. Support for the agreed upon educational program should be defined throughout the contract. Contracts should include at a minimum the terms of the contract and the requirements of Rule 6A-6.05281, FAC, which are listed below in the order in which they appear in the rule.

Terms of Agreement should reference the following:

- date the contract takes effect and its duration
- methods and procedures for dispute resolution
- notice provision (the process by which cancellation of the contract would be made by either party)
- indemnification clause, if applicable (each party's responsibility for acts of negligence)
- authority (Example: Each party signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute the 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.).

Facilities—References should include at a minimum the following:

- compliance with facility safety requirements embodied in the State Uniform Building Code for Educational Facilities and the Department of Education's State Requirements for Educational Facilities 1994
- address of the facility
- the party responsible for maintaining sanitation and health certificates for classroom space
- identification of or reference to required settings for educational components that may contain issues of confidentiality and, therefore, should not take place in a classroom while students are present, such as space for ESE/ESOL staffings or school sponsored psychological evaluations
- identification of the responsible party (agency or school board) in the case of damage or loss of board property.

Requirements of Rule 6A-6.05381, FAC, include

1. Student Eligibility—Contracts should reference at a minimum the following:
 - provision of high-quality educational services to all students in the DJJ program
 - services to students identified and eligible for ESE services
 - services to students with disabilities, as defined in Section 504 of the Rehabilitation Act
 - services to potential LEP students
 - notification of students who have filed an intent to terminate school enrollment of the option of enrolling in a program to attain a State of Florida diploma
 - identification of the agency and school board personnel positions responsible for delivering the services listed above.
2. Student Records—Contracts should reference at a minimum the following:
 - procedures for requesting student records
 - required content of educational records
 - process for enrollment in the district's management information system (MIS)
 - storage of student records
 - procedures for accessing and sharing of educational records by school board and agency personnel, pursuant to state and federal requirements
 - process for awarding credits and grades for inclusion in student discharge packets prior to students exiting the program
 - protection-of-privacy clause
 - transfer of records at exit.
3. Student Assessment—Contracts should reference at a minimum the following:
 - names of all academic and vocational assessment instruments utilized in the program

- position(s) responsible for conducting assessments
- timeframes and procedures for administering entry and exit assessments
- use of assessment results for planning and instruction
- procedures for administering all required state and district-wide assessments.

The results of the academic assessments listed in this section must be reported to DOE according to procedures in Rule 6A-1.0014, FAC. Academic assessments must measure students' proficiency in reading, mathematics, and writing. Assessment instruments must be appropriate for age, grade, language, and program length of stay and should be nondiscriminatory with respect to culture, disability, and socioeconomic status. Exit assessments are not required for students in detention centers.

4. Individual Academic Plans (IAP)/Exceptional Student Education Individual Educational Plans (IEP)—Contracts should reference, at a minimum, the following:
 - requirements of the IAPs/IEPs
 - position(s) responsible for the development of IAPs/IEPs
 - timeframes and procedures for developing student goals and objectives in IAPs/IEPs
 - use of the plans for instruction and tracking student progress.

Individual academic plans must be developed for students in prevention and commitment programs within 15 days of student entry into the facility and within 22 calendar days for students in detention. Individual academic plans must contain at a minimum specific and individualized long-term goals and short-term instructional and vocational/technical objectives, remedial strategies or tutorial instruction, evaluation procedures, and a schedule for determining progress toward meeting the goals and instructional and vocational/technical objectives. Academic improvement plans, IEPs, Section 504 plans, or individual plans for LEP students may incorporate the requirements of the individual academic plan. IEPs must be developed within 11 days of student entry.

5. Transition Services—Contracts should reference at a minimum the following:
 - transition planning process and the development of exit transition plans
 - requirements of transition plans
 - content of exit portfolios
 - access to DJJ commitment files and discharge packets for student information
 - agency and school board positions responsible for the transition process.

Transition plans must contain academic re-entry goals, career and employment goals, and the recommended next educational placement for the student. Personnel who must be involved in the transition process include the school district or provider personnel who are responsible for guidance services, assessment, registration, and instruction.

6. Instructional Program and Academic Expectations—Contracts should reference at a minimum the following:
 - 250 days of instruction, ten of which may be used for planning for residential programs and up to 20 days of which may be used for teacher training in nonresidential programs, subject to approval from DJJ and DOE
 - academic curricular offerings
 - vocational or career awareness curricular offerings
 - use of GED preparation or the GED Exit Option Model, including access to GED testing
 - use of tutorial activities

- methods of instructional delivery
- classroom management procedures.

Attendance policies should reference the following:

- school board policies relating to attendance
- notification procedures of any DJJ or program activities that may interfere with school attendance
- notification procedures for state and district-wide testing dates
- relevant agency and school board calendars.

Contracts should also include references to course offerings that are integrated with or that overlap between treatment and education. At a minimum, school board policies in relation to suspension and expulsion should be followed in all contracted sites. Classroom management and attendance policies should be consistent with section 1003.52 (13)(f) [230.23161(14)(f)], Florida Statutes.

7. Qualifications and Procedures for Selection of Instructional Staff—Reference to staffing should be specific in terms of positions but not in terms of individuals. Contracts should reference at a minimum the following:

- role and responsibility of the provider’s lead teacher or education administrator
- number of certified teachers the program will employ and their duties
- classes that require a certified teacher
- whether the provider or school board shall provide ESOL/ESE certified personnel
- maintenance of content and access to educational personnel files
- process by which substitute teachers shall be accessed
- school board procedures for approving the use of noncertified instructional personnel
- access to or provision for staff development activities, including access to school district inservice training
- provision of staff development for educational support and administrative personnel such as clerks, registrars, classroom paraprofessionals, guidance counselors, transition specialists, and lead teachers
- access to beginning teacher programs for appropriate personnel.

8. Funding—Contracts should reference at a minimum the following:

- date payments shall be made
- funding basis for the payments
- rate of payment in relation to the FTE revenue generated through the FEFP and the percentage of funds to be allocated to the instructional program
- conditions under which the rate or amount of payment may change, such as changes in legislation after the signing of the contract
- FEFP requirements of daily attendance, membership, school calendar documentation, and number of instructional minutes per day
- ramifications of violations of state law, State Board of Education Rules, or local school board policy that result in a loss of funding to the local school board
- process for recording direct instructional time
- maintenance by the agency of all financial records related to the educational component for a minimum number of years to be set by the school board
- financial accounting and reporting system requirements from the agency to the school board of expenditures related to the educational component.

Eighty percent of FEFP funds must be spent on instructional costs, and 100% of formula-based categorical funds must be spent on appropriate categoricals such as instructional materials and public school technology.

9. Contracts with Private Providers—Contracts are required to contain at a minimum the following:

- school board notification to the DJJ program of the appropriate entity that receives funding for workforce development programs
- statements that both the school board and the provider have met all requirements listed in Rule 6A-6.05281(9), FAC, prior to the awarding of the contract.

Those requirements include that the private provider shall have at a minimum the following:

- documented experience in providing high-quality educational services or a detailed plan for providing a high-quality educational program that meets applicable state and federal requirements
- sufficient financial stability and resources to hire an adequate number of certified or qualified instructional personnel.

The school district shall also

- review and consider the provider's past performance history, including the results of QARs
- review the private provider's contract, if any, with DJJ for the care and custody of youth in the detention, commitment, day treatment, or early delinquency intervention program to ensure that services and resources are coordinated and not duplicated.

If the school district is the provider of the workforce development program, the DJJ program shall be notified of the requirements for enrollment and completion of these programs.

10. Interventions and Sanctions—Contracts should reference at a minimum the following:

- strategies for correcting deficiencies found through the quality assurance process
- financial and other sanctions that may be imposed by the school board for contract or services violations
- identified timeframes for correcting deficiencies found by the school board or other local, state, and federal governing bodies.

A coordinated school improvement plan that is specific to the program could address identified deficiencies that are specific to each program.

11. Coordination—Contracts should reference at a minimum the following:

- school board and provider's personnel position(s) responsible for the implementation of the contract and communication between the school board and the provider
- timelines and responsibilities for notification by DJJ to the local school board of the siting of new facilities and the awarding of a contract for the construction and operation of such facility.

DJJ is required by section 1013.53 [235.1975], Florida Statutes, to notify school districts of the siting of new facilities and the awarding of a contract for the construction or operation of such a facility within 30 days of the awarding of such a contract.

Contract Management

Personnel Responsible for Contract Management

All school districts that contract for educational services with private providers must assign district personnel to be responsible for the management of such contracts. Principals of alternative education, dropout prevention coordinators, or other district administrators are usually responsible for DJJ educational programs within their jurisdiction.

It is suggested that guidance counselors, curriculum coordinators, and ESE specialists possess expertise in unique areas that will assist in the development of quality educational services for youth assigned to DJJ programs. Guidance counselors possess knowledge of diploma options, graduation requirements, career opportunities, counseling services, and transition services needed to assist students in DJJ programs. Curriculum coordinators can ensure that course descriptions and Florida Sunshine State Standards are addressed in the program's curriculum, and they can assist programs in developing creative curricular offerings such as course integration, thematic units, and nontraditional settings for courses. If assigned as contract managers, ESE specialists may also serve as the program's ESE staffing specialist and ensure that the program is providing quality ESE services to students.

Data Driven Contract Management

An evolving approach to effective contract management involves development of a contract database. The database is developed directly from contract language and provisions. This involves quantifying those contract provisions that can be quantified, determining compliance of those provisions that merely involve compliance, and recording data on other activities as called for in the contract. Essentially, the primary task is to codify contract language and provisions where appropriate into measurable units.

For example, education service contracts routinely require that all students must be properly enrolled and assessed. Employing a contract management database would merely involve recording the number of new student admissions over a given period of time and the number of students verified to have been properly enrolled and assessed within the timeframes stipulated by the contract. With regard to contract compliance items, education service contracts require specification of the number of certified teachers and number of qualified teachers. This would involve a periodic review of program personnel to determine the provider's compliance status regarding the language and provisions in the contract for certified and qualified teachers.

Periodic School District Evaluations of the Educational Program

Contract managers and other school district personnel may wish to evaluate a contracted educational program periodically using district ESE self-assessments, mock QARs, or mock FTE audits. The program's curriculum can be evaluated through a review of lesson plans and curriculum documents and materials to determine if course performance standards and the Sunshine State Standards are being addressed in the courses in which students are enrolled. An evaluation of student records, MIS course schedules, and program course schedules will determine if students are properly enrolled and receiving instruction in courses in which they are currently enrolled.

Evaluating Student Outcomes

School districts may evaluate the performance of contracted private providers by identifying and tracking student outcomes. A variety of student outcomes can be identified to assist school districts in determining the effectiveness of program practices. Outcomes may include those that are determined when students complete their commitment and exit the program and those related to follow-up as students reintegrate with their families, homes, schools, employers, and communities. Outcomes at exit include entry and exit assessment results, the number of credits earned while in the program (or grade advancement), certificates earned, behavioral evaluations, academic progress reports, and samples of school or work projects completed while in the program. Outcomes related to student follow-up may include reintegration with school (including high school, vocational-technical programs, adult educational programs, alternative programs, and community colleges), recidivism, graduation rates, employment information, and living situation.

Quality Assurance Review

The contract management standard is comprised of three compliance indicators that define the roles and responsibilities of all agencies involved with juvenile justice students and ensure local oversight of juvenile justice educational programs. Contract management indicators will be evaluated for both direct service (district-operated) educational programs and contracted (private-operated) educational programs. The ratings for the contract management indicators will not affect the overall rating of the individual program but will reflect the services of the school district responsible for the educational program.

E4.01 Cooperative Agreement and Contract Management

The expected outcome of this indicator is that there is local oversight by the school district of the educational services.

E4.02 Oversight and Assistance

The expected outcome of this indicator is that the school district provides adequate support to juvenile justice educational programs.

E4.03 Data Management

The expected outcome of this indicator is that the school district accurately reports all pertinent student and program data in the juvenile justice educational programs.

Questions and Answers

1. Is a school board required to have facility operating agreements with individual agencies if the board already has a cooperative agreement with DJJ?

No. The cooperative agreement is the way-of-work document between DJJ and a local school board. A school board may elect to use the cooperative agreement as the authoritative document. Depending on the number of individual sites or agencies contracting with the school board, the variance among those agencies, and the needs of the system, the district may elect to create facility operating agreements with each DJJ facility for individual variations.

2. Who decides how long an education service contract shall be in effect?

It is within the sole discretion of the local school board to determine the length of the contract. Many school boards have a policy that sets guidelines for the terms of a contract. It is appropriate, however, to consider the agency's needs when developing the contract. It is also important to consider the longevity of the agency within the school district.

3. Who is responsible for making sure the education service contract is implemented in accordance with the guidelines?

All school boards must designate a person or persons to manage the contract. Whether that person is a central office administrator or a school-based administrator should be contingent on the needs and capacity of the school board. In order to manage a contract effectively, a staff member from the agency should be identified as the contact person. Many of the contract agencies have regional headquarters that are not within the geographical confines of the school district. It is up to the provider's contact to ascertain information regarding program status updates, quality assurance issues, and student concerns. When the primary contact is someone located at a regional office, it is recommended that school boards cultivate a relationship with the local agency director or supervisor for day-to-day issues.

4. How should the day-to-day activities of the contract be managed?

It is recommended that regularly scheduled meetings be held for program providers and the school board designee or principal, regardless of whether the program contract is purchase service or direct service. Discussions at these meetings should focus on student progress issues, transition processing, operating concerns, and program improvement planning.

5. Who evaluates the teachers at the program site?

In the case of a cooperative agreement, the teachers work as employees of the school board and, therefore, are under all rules, guidelines, and specifications associated with the school board's teacher contract. Under this system, personnel assigned to the community-based program shall be evaluated and supervised on a regular basis by school system administrators.

In education service contracts, the educational staff is under the direct supervision of the agency; however, it should be noted in the contract that the school board retains the right to evaluate the educational program and to terminate a contract with a provider that fails to provide qualified teachers and an appropriate educational program.

6. How can the district be sure that the educational program is housed in adequate and well-maintained facilities?

In managing the facilities part of the contract, the issue of preparedness is foremost. It is recommended that the person(s) responsible for contract management have a good understanding of available school site locations throughout the school district as well as a good working relationship with the facilities department of the school district. When a provider with an awarded request for proposal (RFP) approaches a school board, the initial discussion should include the identification of the facility. Depending on the size of the school district and the renovations that may be required prior to authorizing the facility for classroom use, site approval may take several months.

7. What happens if the school board has signed a contract and the required renovations to the facility have not been completed by the opening day of classes?

Classes may not take place in locations where approval has not been granted. In cases where the timeline for renovations is short or it appears that the expectations may not be met, the school board may offer the use of an alternate school site on a temporary basis for the educational component or negotiate another solution to ensure that the students receive 25 hours of education a week.

8. How are contracts canceled?

In essence, contracts may be canceled in one of two ways. First, if the contract is not renewed at the time of expiration, it is canceled. Second, the contract should stipulate the terms of the cancellation process for both parties. It is recommended that language allowing 30-day notification by certified mail from either party in the event of termination be included in the contract.

9. How can the results of the QARs be used to improve programs?

Districts operating programs have found the following strategies to be helpful:

- annually review educational quality assurance standards with administrators and teachers at DJJ sites
- compile procedure manual for documentation required by quality assurance standards
- assist in facilitating an action plan for any standard in which the program needs improvement
- recommend the state improvement plan (SIP) be aligned to the QAR results as part of the needs assessment process

Appendix A

Section 1003.51, Florida Statutes—Other public educational services.—

(1) The general control of other public educational services shall be vested in the State Board of Education except as provided herein. The State Board of Education shall, at the request of the Department of Children and Family Services and the Department of Juvenile Justice, advise as to standards and requirements relating to education to be met in all state schools or institutions under their control which provide educational programs. The Department of Education shall provide supervisory services for the educational programs of all such schools or institutions. The direct control of any of these services provided as part of the district program of education shall rest with the district school board. These services shall be supported out of state, district, federal, or other lawful funds, depending on the requirements of the services being supported.

(2) The State Board of Education shall adopt and maintain an administrative rule articulating expectations for effective education programs for youth in Department of Juvenile Justice programs, including, but not limited to, education programs in juvenile justice commitment and detention facilities. The rule shall articulate policies and standards for education programs for youth in Department of Juvenile Justice programs and shall include the following:

(a) The interagency collaborative process needed to ensure effective programs with measurable results.

(b) The responsibilities of the Department of Education, the Department of Juvenile Justice, district school boards, and providers of education services to youth in Department of Juvenile Justice programs.

(c) Academic expectations.

(d) Service delivery options available to district school boards, including direct service and contracting.

(e) Assessment procedures, which:

1. Include appropriate academic and career and technical assessments administered at program entry and exit that are selected by the Department of Education in partnership with representatives from the Department of Juvenile Justice, district school boards, and providers.

2. Require district school boards to be responsible for ensuring the completion of the assessment process.

3. Require assessments for students in detention who will move on to commitment facilities, to be designed to create the foundation for developing the student's education program in the assigned commitment facility.

4. Require assessments of students sent directly to commitment facilities to be completed within the first week of the student's commitment.

The results of these assessments, together with a portfolio depicting the student's academic and career and technical accomplishments, shall be included in the discharge package assembled for each youth.

(f) Recommended instructional programs, including, but not limited to, career and technical training and job preparation.

(g) Funding requirements, which shall include the requirement that at least 80 percent of the FEFP funds generated by students in Department of Juvenile Justice programs be spent on instructional costs for those students. One hundred percent of the formula-based categorical funds generated by students in Department of Juvenile Justice programs must be spent on appropriate categoricals such as instructional materials and public school technology for those students.

(h) Qualifications of instructional staff, procedures for the selection of instructional staff, and procedures to ensure consistent instruction and qualified staff year round.

(i) Transition services, including the roles and responsibilities of appropriate personnel in school districts, provider organizations, and the Department of Juvenile Justice.

(j) Procedures and timeframe for transfer of education records when a youth enters and leaves a facility.

(k) The requirement that each district school board maintain an academic transcript for each student enrolled in a juvenile justice facility that delineates each course completed by the student as provided by the State Course Code Directory.

(l) The requirement that each district school board make available and transmit a copy of a student's transcript in the discharge packet when the student exits a facility.

(m) Contract requirements.

(n) Performance expectations for providers and district school boards, including the provision of an academic improvement plan as required in s. 1008.25.

(o) The role and responsibility of the district school board in securing workforce development funds.

(p) A series of graduated sanctions for district school boards whose educational programs in Department of Juvenile Justice facilities are considered to be unsatisfactory and for instances in which district school boards fail to meet standards prescribed by law, rule, or State Board of Education policy. These sanctions shall include the option of requiring a district school board to contract with a provider or another district school board if the educational program at the Department of Juvenile Justice facility has failed a quality assurance review and, after 6 months, is still performing below minimum standards.

(q) Other aspects of program operations.

(3) The Department of Education in partnership with the Department of Juvenile Justice, the district school boards, and providers shall:

(a) Maintain model contracts for the delivery of appropriate education services to youth in Department of Juvenile Justice programs to be used for the development of future contracts. The model contracts shall reflect the policy and standards included in subsection (2). The Department of Education shall ensure that appropriate district school board personnel are trained and held accountable for the management and monitoring of contracts for education programs for youth in juvenile justice residential and nonresidential facilities.

(b) Maintain model procedures for transitioning youth into and out of Department of Juvenile Justice programs. These procedures shall reflect the policy and standards adopted pursuant to subsection (2).

(c) Maintain standardized required content of education records to be included as part of a youth's commitment record. These requirements shall reflect the policy and standards adopted pursuant to subsection (2) and shall include, but not be limited to, the following:

1. A copy of the student's individual educational plan.
2. Assessment data, including grade level proficiency in reading, writing, and mathematics, and performance on tests taken according to s. 1008.22.
3. A copy of the student's permanent cumulative record.
4. A copy of the student's academic transcript.
5. A portfolio reflecting the youth's academic accomplishments while in the Department of Juvenile Justice program.

(d) Maintain model procedures for securing the education record and the roles and responsibilities of the juvenile probation officer and others involved in the withdrawal of the student from school and assignment to a commitment or detention facility. District school boards shall respond to requests for student education records received from another district school board or a juvenile justice facility within 5 working days after receiving the request.

(4) The Department of Education shall ensure that district school boards notify students in juvenile justice residential or nonresidential facilities who attain the age of 16 years of the provisions of law regarding compulsory school attendance and make available the option of enrolling in a program to attain

a Florida high school diploma by taking the general educational development test prior to release from the facility. District school boards or community colleges, or both, shall waive GED testing fees for youth in Department of Juvenile Justice residential programs and shall, upon request, designate schools operating for the purpose of providing educational services to youth in Department of Juvenile Justice programs as GED testing centers, subject to GED testing center requirements. The administrative fees for the general education development test required by the Department of Education are the responsibility of district school boards and may be required of providers by contractual agreement.

(5) The Department of Education shall establish and operate, either directly or indirectly through a contract, a mechanism to provide quality assurance reviews of all juvenile justice education programs and shall provide technical assistance and related research to district school boards and providers on how to establish, develop, and operate educational programs that exceed the minimum quality assurance standards.

History.--s. 145, ch. 2002-387.

Appendix B

Section 1003.52, Florida Statutes—Educational services in Department of Juvenile Justice programs.—

(1) The Legislature finds that education is the single most important factor in the rehabilitation of adjudicated delinquent youth in the custody of the Department of Juvenile Justice in detention or commitment facilities. It is the goal of the Legislature that youth in the juvenile justice system continue to be allowed the opportunity to obtain a high quality education. The Department of Education shall serve as the lead agency for juvenile justice education programs, curriculum, support services, and resources. To this end, the Department of Education and the Department of Juvenile Justice shall each designate a Coordinator for Juvenile Justice Education Programs to serve as the point of contact for resolving issues not addressed by district school boards and to provide each department's participation in the following activities:

(a) Training, collaborating, and coordinating with the Department of Juvenile Justice, district school boards, educational contract providers, and juvenile justice providers, whether state operated or contracted.

(b) Collecting information on the academic performance of students in juvenile justice commitment and detention programs and reporting on the results.

(c) Developing academic and career and technical protocols that provide guidance to district school boards and providers in all aspects of education programming, including records transfer and transition.

(d) Prescribing the roles of program personnel and interdepartmental district school board or provider collaboration strategies.

Annually, a cooperative agreement and plan for juvenile justice education service enhancement shall be developed between the Department of Juvenile Justice and the Department of Education and submitted to the Secretary of Juvenile Justice and the Commissioner of Education by June 30.

(2) Students participating in a detention, commitment, or rehabilitation program pursuant to chapter 985 which is sponsored by a community-based agency or is operated or contracted for by the Department of Juvenile Justice shall receive educational programs according to rules of the State Board of Education. These students shall be eligible for services afforded to students enrolled in programs pursuant to s. 1003.53 and all corresponding State Board of Education rules.

(3) The district school board of the county in which the residential or nonresidential care facility or juvenile assessment facility is located shall provide appropriate educational assessments and an appropriate program of instruction and special education services. The district school board shall make provisions for each student to participate in basic, career and technical education, and exceptional student programs as appropriate. Students served in Department of Juvenile Justice programs shall have access to the appropriate courses and instruction to prepare them for the GED test. Students participating in GED preparation programs shall be funded at the basic program cost factor for Department of Juvenile Justice programs in the Florida Education Finance Program. Each program shall be conducted according to applicable law providing for the operation of public schools and rules of the State Board of Education.

(4) Educational services shall be provided at times of the day most appropriate for the juvenile justice program. School programming in juvenile justice detention, commitment, and rehabilitation programs shall be made available by the local school district during the juvenile justice school year, as defined in s. 1003.01(12).

(5) The educational program shall consist of appropriate basic academic, career and technical, or exceptional curricula and related services which support the treatment goals and reentry and which may lead to completion of the requirements for receipt of a high school diploma or its equivalent. If the duration of a program is less than 40 days, the educational component may be limited to tutorial activities and career and technical employability skills.

(6) Participation in the program by students of compulsory school-attendance age as provided for in s. 1003.21 shall be mandatory. All students of noncompulsory school-attendance age who have not received a high school diploma or its equivalent shall participate in the educational program, unless the student files a formal declaration of his or her intent to terminate school enrollment as described in s. 1003.21 and is afforded the opportunity to take the general educational development test and attain a Florida high school diploma prior to release from a facility. A youth who has received a high school diploma or its equivalent and is not employed shall participate in workforce development or other career or technical education or community college or university courses while in the program, subject to available funding.

(7) An academic improvement plan shall be developed for students who score below the level specified in district school board policy in reading, writing, and mathematics or below the level specified by the Commissioner of Education on statewide assessments as required by s. 1008.25. These plans shall address academic, literacy, and life skills and shall include provisions for intensive remedial instruction in the areas of weakness.

(8) Each district school board shall maintain an academic record for each student enrolled in a juvenile justice facility as prescribed by s. 1003.51. Such record shall delineate each course completed by the student according to procedures in the State Course Code Directory. The district school board shall include a copy of a student's academic record in the discharge packet when the student exits the facility.

(9) The Department of Education shall ensure that all district school boards make provisions for high school level committed youth to earn credits toward high school graduation while in residential and nonresidential juvenile justice facilities. Provisions must be made for the transfer of credits and partial credits earned.

(10) The district school board shall recruit and train teachers who are interested, qualified, or experienced in educating students in juvenile justice programs. Students in juvenile justice programs shall be provided a wide range of educational programs and opportunities including textbooks, technology, instructional support, and other resources available to students in public schools. Teachers assigned to educational programs in juvenile justice settings in which the district school board operates the educational program shall be selected by the district school board in consultation with the director of the juvenile justice facility. Educational programs in juvenile justice facilities shall have access to the substitute teacher pool utilized by the district school board. Full-time teachers working in juvenile justice schools, whether employed by a district school board or a provider, shall be eligible for the critical teacher shortage tuition reimbursement program as defined by s. 1009.58.

(11) District school boards may contract with a private provider for the provision of educational programs to youths placed with the Department of Juvenile Justice and shall generate local, state, and federal funding, including funding through the Florida Education Finance Program for such students. The district school board's planning and budgeting process shall include the needs of Department of Juvenile Justice programs in the district school board's plan for expenditures for state categorical and federal funds.

(12) The district school board shall fund the educational program in a Department of Juvenile Justice facility at the same or higher level of funding for equivalent students in the district school system based on the funds generated by state funding through the Florida Education Finance Program for such students. It is the intent of the Legislature that the school district maximize its available local, state, and federal funding to a juvenile justice program.

(a) Juvenile justice educational programs shall be funded in the appropriate FEFP program based on the educational services needed by the student for Department of Juvenile Justice programs in accordance with s. 1011.62.

(b) Juvenile justice educational programs to receive the appropriate FEFP funding for Department of Juvenile Justice programs shall include those operated through a contract with the Department of Juvenile Justice and which are under purview of the Department of Juvenile Justice quality assurance standards for education.

(c) Consistent with the rules of the State Board of Education, district school boards are required to request an alternative FTE survey for Department of Juvenile Justice programs experiencing fluctuations in student enrollment.

(d) FTE count periods shall be prescribed in rules of the State Board of Education and shall be the same for programs of the Department of Juvenile Justice as for other public school programs. The summer school period for students in Department of Juvenile Justice programs shall begin on the day immediately following the end of the regular school year and end on the day immediately preceding the subsequent regular school year. Students shall be funded for no more than 25 hours per week of direct instruction.

(13) Each district school board shall negotiate a cooperative agreement with the Department of Juvenile Justice on the delivery of educational services to youths under the jurisdiction of the Department of Juvenile Justice. Such agreement must include, but is not limited to:

(a) Roles and responsibilities of each agency, including the roles and responsibilities of contract providers.

(b) Administrative issues including procedures for sharing information.

(c) Allocation of resources including maximization of local, state, and federal funding.

(d) Procedures for educational evaluation for educational exceptionalities and special needs.

(e) Curriculum and delivery of instruction.

(f) Classroom management procedures and attendance policies.

(g) Procedures for provision of qualified instructional personnel, whether supplied by the district school board or provided under contract by the provider, and for performance of duties while in a juvenile justice setting.

(h) Provisions for improving skills in teaching and working with juvenile delinquents.

(i) Transition plans for students moving into and out of juvenile facilities.

(j) Procedures and timelines for the timely documentation of credits earned and transfer of student records.

(k) Methods and procedures for dispute resolution.

(l) Provisions for ensuring the safety of education personnel and support for the agreed-upon education program.

(m) Strategies for correcting any deficiencies found through the quality assurance process.

(14) Nothing in this section or in a cooperative agreement shall be construed to require the district school board to provide more services than can be supported by the funds generated by students in the juvenile justice programs.

(15)(a) The Department of Education in consultation with the Department of Juvenile Justice, district school boards, and providers shall establish objective and measurable quality assurance standards for the educational component of residential and nonresidential juvenile justice facilities. These standards shall rate the district school board's performance both as a provider and contractor. The quality assurance rating for the educational component shall be disaggregated from the overall quality assurance score and reported separately.

(b) The Department of Education shall develop a comprehensive quality assurance review process and schedule for the evaluation of the educational component in juvenile justice programs. The Department of Juvenile Justice quality assurance site visit and the education quality assurance site visit shall be conducted during the same visit.

(c) The Department of Education, in consultation with district school boards and providers, shall establish minimum thresholds for the standards and key indicators for educational programs in juvenile justice facilities. If a district school board fails to meet the established minimum standards, it will be given 6 months to achieve compliance with the standards. If after 6 months, the district school board's performance is still below minimum standards, the Department of Education shall exercise sanctions as prescribed by rules adopted by the State Board of Education. If a provider, under contract with the district

school board, fails to meet minimum standards, such failure shall cause the district school board to cancel the provider's contract unless the provider achieves compliance within 6 months or unless there are documented extenuating circumstances.

(16) The district school board shall not be charged any rent, maintenance, utilities, or overhead on such facilities. Maintenance, repairs, and remodeling of existing facilities shall be provided by the Department of Juvenile Justice.

(17) When additional facilities are required, the district school board and the Department of Juvenile Justice shall agree on the appropriate site based on the instructional needs of the students. When the most appropriate site for instruction is on district school board property, a special capital outlay request shall be made by the commissioner in accordance with s. 1013.60. When the most appropriate site is on state property, state capital outlay funds shall be requested by the Department of Juvenile Justice provided by s. 216.043 and shall be submitted as specified by s. 216.023. Any instructional facility to be built on state property shall have educational specifications jointly developed by the district school board and the Department of Juvenile Justice and approved by the Department of Education. The size of space and occupant design capacity criteria as provided by State Board of Education rules shall be used for remodeling or new construction whether facilities are provided on state property or district school board property.

(18) The parent of an exceptional student shall have the due process rights provided for in this chapter.

(19) Department of Juvenile Justice detention and commitment programs may be designated as second chance schools pursuant to s. 1003.53(1)(d). Admission to such programs shall be governed by chapter 985.

(20) The Department of Education and the Department of Juvenile Justice, after consultation with and assistance from local providers and district school boards, shall report annually to the Legislature by February 1 on the progress toward developing effective educational programs for juvenile delinquents, including the amount of funding provided by district school boards to juvenile justice programs, the amount retained for administration including documenting the purposes for such expenses, the status of the development of cooperative agreements, the results of the quality assurance reviews including recommendations for system improvement, and information on the identification of, and services provided to, exceptional students in juvenile justice commitment facilities to determine whether these students are properly reported for funding and are appropriately served.

(21) The educational programs at the Arthur Dozier School for Boys in Jackson County and the Florida School for Boys in Okeechobee shall be operated by the Department of Education, either directly or through grants or contractual agreements with other public or duly accredited education agencies approved by the Department of Education.

(22) The State Board of Education may adopt any rules necessary to implement the provisions of this section, including uniform curriculum, funding, and second chance schools. Such rules shall require the minimum amount of paperwork and reporting.

(23) The Department of Juvenile Justice and the Department of Education shall, in consultation with the statewide Workforce Development Youth Council, district school boards, providers, and others, jointly develop a multiagency plan for career and technical education which describes the curriculum, goals, and outcome measures for career and technical education programming in juvenile commitment facilities, pursuant to s. 985.3155.

History.--s. 146, ch. 2002-387.

Appendix C

Rule 6A-6.05281, FAC—Educational Programs for Youth in Department of Juvenile Justice Detention, Commitment, Day Treatment, or Early Delinquency Intervention Programs. School districts must provide instruction to prepare all students to demonstrate proficiency in the skills necessary for successful grade-to-grade progression and high school graduation. For students placed in Department of Juvenile Justice (DJJ) programs, collaboration between the DJJ, the Department of Education, school districts, and private providers is essential in order for these students to attain this goal and become productive members of the community.

(1) Student Eligibility.

(a) Students who do not attend a local public school due to their placement in a DJJ detention, commitment, day treatment, or early delinquency intervention program shall be provided high quality and effective educational programs by the local school district in which the DJJ facility is located or by a Juvenile Justice provider through a contract with the local school district.

(b) If any student in these DJJ facilities has filed an intent to terminate school enrollment, the local school district shall notify these students of the option of enrolling in a program to attain a general education diploma (GED).

(c) Exceptional Student Education. All students placed in a DJJ program, who meet the eligibility criteria for exceptional student education, shall be provided a free appropriate public education consistent with the requirements of Chapter 6A-6, FAC. Students with disabilities, as defined by Section 504 of the Rehabilitation Act, shall be provided the necessary aids and services.

(d) Limited English Proficient Students. All limited English proficient students placed in a DJJ program shall have equal access to entitled services, including assessment and appropriate instructional strategies consistent with the requirements of Chapter 6A-6, FAC.

(2) Student Records.

(a) Content. Each school district shall maintain educational records for students in DJJ programs as required by Section 232.23, Florida Statutes. The content of these records shall be as defined in Rules 6A-1.0955(2)-(5) and 6A-1.0014(2), FAC, Section 228.081(3)(c)1-5, Florida Statutes, and paragraph (5)(d) of this rule.

(b) Transfer of Educational Records. Each school district shall transfer records of students entering or exiting DJJ programs as provided in Rules 6A-1.0955(7)(b) and 6A-1.0014(2), FAC. Beginning with the 2000-2001 school year, each school district shall provide these students' educational records no later than five (5) school days after the receipt of the request. Each school district shall make available a copy of the student's transcript record, including pertinent exceptional student education information, to designated DJJ staff for inclusion in the DJJ file when the student exits the program. DJJ staff shall provide this information to the receiving school district.

(c) Protection of Privacy. The requirements of Section 228.093, Florida Statutes, and applicable rules of the State Board of Education apply to the Department of Juvenile Justice's maintenance and transfer of these records as described in paragraphs (2)(a) and (b) of this rule.

(3) Student Assessment.

(a) To ensure high quality and effective educational programs for youth in DJJ detention, commitment, day treatment, or early delinquency intervention programs, the school district shall provide for the review of the student's educational records and conduct assessments, consistent with the requirements of this subsection, in order to identify the students' functioning levels, provide appropriate educational programs, and report the learning gains of the student.

(b) All students in DJJ commitment, day treatment, or early delinquency intervention programs, who have not graduated from school, shall be assessed within seven (7) calendar days of the student's commitment. The entry assessments shall include :

1. Academic measures that provide proficiency levels in:

- a. Reading,
- b. Mathematics,
- c. Writing.

2. Vocational interest and/or aptitude measures.

(c) For the students referenced in paragraph (3)(b) of this rule, exit assessments shall include, at a minimum, the academic measures.

(d) Students placed in a detention center and not transferring to a commitment program shall be assessed only upon entry for academic measures. Assessment information for students in detention centers, transferring to commitment programs, shall be sent directly to the commitment program with the transfer of the student.

(e) Entry and exit assessment measures shall be selected that are appropriate for the age, grade, and language proficiency, and program length of stay of the students and shall be non-discriminatory with respect to culture, disability, and socioeconomic status.

(f) All students in DJJ detention, commitment, day treatment, or early delinquency intervention programs shall also participate in the state and district-wide assessments required by Sections 229.57, 232.245, 232.246 and 232.247, Florida Statutes.

(g) The results of the academic measures, as required by paragraphs (3)(b) - (d) of this rule shall be reported in the format prescribed by Rule 6A-1.0014, FAC, to the Department of Education via the Automated Student Data System. The format for the reporting of the results of the academic measures may include:

1. grade equivalent scores,
2. percentiles,
3. scaled scores.

(h) Beginning in the 2000-2001 school year, the Department of Education shall include the results of these assessments in applicable statewide and school reports.

(4) Individual Academic Plans.

(a) An individual plan for educational progress shall be developed within twenty-two (22) calendar days of student entry to DJJ detention programs and within fifteen (15) school days of entry to DJJ commitment, day treatment, or early delinquency intervention programs. This plan shall be based upon the student's entry assessments and past educational history and must address the areas of academic, literacy, and life skills. The plan shall include:

1. Specific and individualized long-term goals and short-term instructional academic and vocational/technical objectives;
2. Remedial strategies and/or tutorial instruction;
3. Evaluation procedures;
4. A schedule for determining progress toward meeting the goals and instructional and vocational/technical objectives.

(b) Academic improvement plans, required by Section 232.245, Florida Statutes, or individual educational plans (IEPs) developed for eligible exceptional students, 504 plans developed for eligible students with disabilities, or individual plans developed for limited English proficient students may incorporate the requirements of subsections (4) and (5) of this rule.

(5) Transition Services.

(a) For all students in DJJ commitment, day treatment, or early delinquency intervention programs, an individual transition plan based on the student's post-placement goals shall be developed cooperatively with the student, his/her parents, school district and/or contracted provider personnel and DJJ program staff. Re-entry counselors, probation officers, and personnel from the student's "home" school district shall be involved in the transition planning to the extent practicable.

(b) The transition plan must address, at a minimum:

1. Academic re-entry goals,
2. Career and employment goals,
3. The recommended educational placement for the student.

(c) Key personnel who must be involved in entry transition activities for students in juvenile justice programs shall include: appropriate personnel responsible for student assessment, a guidance counselor from the school district and/or program personnel who are responsible for providing guidance services under the supervision of the school district's guidance counselor, a registrar or a designee of the school district who has access to the district's MIS system, and instructional personnel.

(d) Exit portfolios shall be created for each student prior to exit from a commitment, day treatment, or early delinquency intervention program and provided to DJJ personnel for inclusion in the DJJ file. DJJ shall provide this information to the home school district. The exit portfolio shall include the records required by Section 228.081(3)(c)1-5, Florida Statutes, and include at a minimum:

1. Transition plan;
2. Results of district and state-wide assessments;
3. Individual academic plan, 504 plan, and/or individual educational plan for exceptional students;
4. Academic record or transcript; and
5. Work and/or project samples.

(6) Instructional Program and Academic Expectations.

(a) School Day and Year. The instructional program shall consist of 250 days of instruction, ten (10) of which may be used for teacher planning, distributed over twelve (12) months as required by Section 228.041(43), Florida Statutes. Each school district shall collaborate with private providers and the DJJ, as appropriate, to develop a school calendar for these programs to be adopted by the local school board.

(b) Requirements. The instructional program shall meet the requirements of Sections 232.245, 232.246, 232.247, 232.248, 233.061 and 230.23161, Florida Statutes, and include:

1. Curricular offerings, consistent with the Florida Course Code Directory and Instructional Personnel Assignments as adopted in Rule 6A-1.09441, FAC, that reflect the students' assessed educational needs and meet the students' needs as identified by the individual plan as required by paragraph (4)(a) of this rule. Students shall receive vocational/technical training, workplace readiness training, or career awareness and exploration instruction while in the juvenile justice program.

2. GED preparation shall meet GED course requirements specified in Rules 6A-6.0571 and 6A-6.021, FAC., and adult education course descriptions and/or the school district's approved GED/HSCT Exit Option must meet the requirements specified by the Department of Education.

3. Tutorial activities that are based on the students' assessed academic needs. Such activities shall be designed to assist students in advancing to their age appropriate grade level or to assist students in meeting their goals for reentry into the public school system, alternative schools, adult education, vocational/technical education, employment, or post secondary education.

4. Instruction shall be individualized to address the academic and vocational/technical goals and objectives that are outlined in each student's individual academic plan.

5. Instruction shall be delivered through a variety of instructional techniques to address students' academic levels and learning styles.

(7) Qualifications and Procedures for Selection of Instructional Staff.

(a) The school district shall ensure that only qualified instructional staff members, consistent with the requirements of Rules 6A-1.0502 and 6A-1.0503, FAC, are employed to provide instruction to students in DJJ programs. Any use of non-certificated instructional staff must be approved by the school board.

(b) School districts shall recruit and train teachers who are interested, qualified, and experienced in educating students in DJJ programs as required by Section 230.23161(11), Florida Statutes. Teachers assigned to educational programs, operated by local school districts, in DJJ facilities shall be selected by the school district in consultation with the director of the DJJ facility, as required by Section

230.23161(11), Florida Statutes. (c) The school district's substitute teacher pool shall also be available for these educational programs.

(8) Funding.

(a) To implement the Full-Time Equivalent (FTE) funding for students in DJJ programs based on direct instructional time:

1. Student attendance shall be taken once per class period or during each course reported for FTE purposes.

2. Time students spend participating in school activities such as field trips, performances, or receiving school-based services such as counseling may be counted as direct instructional time.

3. Certain interruptions to the education program, over which the teacher and student have no control, do not have to be deducted from the direct instructional time reported for FTE. These include:

a. fire drills;

b. lockdowns of the classroom or program for security purposes;

c. bomb scares;

d. court hearings; and

e. meetings students have with law enforcement personnel during school hours.

4. Direct instructional time shall not be counted for students who choose not to attend class or who are not present at school due to illness, or other non-school related activity other than those listed above.

(b) As required by Sections 228.081(2)(g) and 237.34(3)(a), Florida Statutes, at least eighty (80) percent of the FEFP funds generated by students in DJJ programs must be spent on instructional costs for these students and one-hundred (100) percent of the formula-based categorical funds generated by these students must be spent on appropriate categoricals such as instructional materials and public school technology for these students.

(c) Compliance with the expenditure requirement in Section 237.34(3)(a), Florida Statutes, for programs provided directly by local school boards shall be verified by the Department of Education through the review of the district's cost report as required by Section 237.34, Florida Statutes. If school districts enter into contracts with private providers for these educational programs, an accounting of the expenditures, as specified in paragraph (8)(b) of this rule shall be required by the local school board.

(9) Contracts with Private Providers.

(a) School districts may provide services directly or may enter into a contract with a private provider to provide educational services to these youth. Beginning in 2000-2001, such contracts with private providers shall address the responsibilities of the school district and the private provider for implementing the requirements of this rule. The private provider shall have, at a minimum:

1. Documented experience in providing high quality educational services or a detailed plan for providing high quality educational services that meets applicable state and federal requirements.

2. Sufficient financial stability and resources to hire an adequate number of certified or qualified instructional personnel.

(b) Prior to contracting with a private provider, the school district shall:

1. Review and consider the provider's past performance history, including the results of prior Quality Assurance Reviews.

2. Review the private provider's contract, if any, with DJJ for the care and custody of the youth in the commitment, detention, day treatment, or early delinquency intervention program to ensure that services and resources are coordinated and not duplicative.

(c) Contracts with private providers, as described above, shall be submitted to the Department of Education prior to the October FTE Reporting Survey for review to verify compliance with this rule.

(d) The provider(s) of workforce development programs in the district in which the DJJ facility is located shall be responsible for notifying the DJJ program of the requirements for enrollment and completion of these programs. The inclusion of DJJ students in the school district's workforce development program may be included in the contract referenced above and the cooperative agreement required by Section 230.23161 (14), Florida Statutes.

(10) Interventions and Sanctions.

(a) If the educational program in a DJJ detention, commitment, day treatment, or early delinquency intervention program has received an unsatisfactory rating on the educational component of the Quality Assurance Review, does not meet the minimum standards for a designated priority indicator of the Educational Quality Assurance Review, or has demonstrated noncompliance with state and federal requirements, the Department of Education shall initiate a series of interventions and graduated sanctions. Sanctions shall be initiated against programs that have not taken appropriate corrective actions within six months.

(b) Interventions shall include:

1. The provision of technical assistance to the program.
2. The development of a corrective action plan with verification of the implementation of the corrective actions within ninety (90) days.
3. A follow-up review of the educational program.

(c) Sanctions shall include:

1. Public release of the unsatisfactory findings, the interventions, and/or corrective actions proposed.
2. Assignment of a monitor, master, or management team to address identified deficiencies paid for by the local school board or private provider if included in the contract.
3. Reduction in payment or withholding of state and/or federal funds.

(d) If the sanctions proposed in paragraph (10)(c) of this rule are determined by the Department of Education and DJJ to be ineffective in correcting the deficiencies in the educational program and improving the quality of the program, the State Board of Education shall have the authority to require further actions, which shall include:

1. Requiring the school board to revoke the current contract with the private provider, if applicable;
2. Requiring the school board to contract with the private provider currently under contract with DJJ for the facility; or
3. Requiring the school board to transfer the responsibility and funding for the educational program to another school district.

(e) Each school district is responsible for ensuring that appropriate educational services are provided to students in the district's juvenile justice programs, regardless of whether the services are provided directly by the school district or through a contract with a private provider

(11) Coordination. The cooperative agreement between the local school district and DJJ, required by Section 230.23161 (14), Florida Statutes, shall be submitted to the Department of Education prior to the October, FTE Reporting Survey. The timelines and responsibilities, as required by Section 235.1975, Florida Statutes, for the notification by DJJ to the local school board of the siting of new facilities and the awarding of a contract for the construction or operation of such a facility shall be included in the agreement.

Specific Authority 228.051(2) FS. Law Implemented 228.051, 230.23161 FS. History - New 4-16-2000.

Appendix D

**Cooperative Agreement between
the School Board of _____ County, Florida
and
The Department of Juvenile Justice**

The School Board of _____ 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 the DJJ shall cooperatively plan for the provision of education and social services to all children and youth who are eligible and in need of such services. This agreement replaces and terminates any prior agreements between DJJ and the School Board in regards to matters covered by this agreement.

II. Roles and Responsibilities

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

To accomplish this goal, the agencies shall agree to the following:

1. assign staff to meet regularly to exchange pertinent information regarding agency regulations and policies

2. clarify agency responsibilities through a joint procedures manual
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 developed by DJJ pertaining to the provision of educational programs for students in DJJ or DJJ-supported facilities consistent with state and federal laws, rules, and regulations
2. receive and utilize information regarding educational best practices for students in DJJ or DJJ-supported facilities disseminated by the Florida Department of Education, 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.)

Responsibilities of the School Board

To implement this agreement, the School Board shall

1. furnish adequate classroom teachers and teacher assistants at DJJ facilities at which School Board personnel provide direct instruction; provide substitute teachers, if available, when the regular classroom teacher is absent
2. implement a year-round program with qualified staff members
3. furnish textbooks and classroom teaching supplies to DJJ facilities at which School Board personnel provide direct instruction
4. provide a direct line administrator responsible for staff supervision, training, curriculum design, and program implementation, as well as ensuring 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. reviewing 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 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.

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 desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provision of the paragraph.

To the School Board: Superintendent

To DJJ: (Please insert contact person for residential issues)

(Please insert contact person for probation and zero tolerance issues)

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.

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.

The 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, 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. 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. reviewing the procedures documents for providing educational programs to determine compliance with provisions of this 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
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

The DJJ and the School Board agree to ensure that

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 GED Exit Option Program 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
9. students will receive a minimum of 25 hours of instruction weekly.

VII. Classroom Management and Attendance

The DJJ and the School Board agree to ensure that

1. there is a written common discipline plan for the educational and treatment programs agreed to by the superintendent of each facility and the director of the educational program, and between DJJ and the Board
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 with a minimum of one classroom teacher and one DJJ staff member
4. all students will be required to attend class in accordance with School Board policy
5. they will work cooperatively in scheduling DJJ programs to minimize interference with school attendance
6. they will follow the testing calendar provided by the School Board for state tests
7. they will collaborate on the educational calendar, providing school days, in-service days and holidays.

VIII. Qualified Instructional Personnel

The DJJ and the School Board agree to the following:

1. Professionals instructing students are Florida certified (or otherwise appropriately qualified), including Florida ESE certification or willingness to work toward Florida ESE certification, or provide evidence to the School Board that they have applied for Florida certification.

2. Instructional staff are assigned to dropout prevention activities relating to their specific duties and responsibilities as provided for in the School Board's approved dropout prevention plan.

IX. Teaching Skills

The DJJ and the School Board agree to the following:

1. jointly evaluate needs of instructional personnel to serve juvenile delinquents effectively
2. cooperatively develop and provide pre-service, in-service, and creative staff development programs
3. support 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 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.

The DJJ and the School Board agree to ensure that

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. maintain grade books including Sunshine State Standards checklists

2. enter grades into computer system at the end of each semester (For youth exiting program prior to semester end, progress reports shall be completed and forwarded to the receiving school.)
3. transfer and receive records via the student's DJJ commitment packet.

To implement this agreement, the DJJ shall 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

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 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 the 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, the 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 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 jointly

1. review facility Quality Assurance Report
2. determine action steps necessary to implement recommendations in the Report
3. determine responsibility for each action step to be implemented
4. establish timeframes to implement recommendations.

XV. No Contact Orders and Zero Tolerance

DJJ and the School Board agree, pursuant to s. 1006.13, F.S., to the following guidelines for ensuring that all children who have been found to have committed one or more of the enumerated felony offenses in s. 1006.13(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, the 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, home-invasion-robbery, if the offender and the victim or the victim's sibling(s) attends school in the same school district or ride the same school bus; notification will be from DJJ to one person or office designated by the School Board
2. 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. agree that if the offender is unable to attend school in a different school district or is unable to attend a different school within the district, the school district shall take appropriate steps to take any reasonable precaution 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.

The School Board of _____ County, Florida

By _____ Date Signed: _____

Chairman

Attest _____

Superintendent

State of Florida Department of Juvenile Justice

By _____ Date Signed: _____

**Regional Director or Assistant Secretary
for Residential and Correctional Facilities**

Appendix E

**Florida Department of Education
Division of Public Schools and Community Education
Bureau of Instructional Support and Community Services
2003-2004 Juvenile Justice Education Cooperative Agreement Review**

School District: _____ DJJ Program: _____

School District Contact: _____ Phone: _____

Date Received: _____ Reviewer: _____

Type of Agreement: Individual/Multiple Sites (circle one)		
<p>Cooperative Agreements: s. 1003.52(13), Florida Statutes “Each school district shall negotiate a cooperative agreement with the Department of Juvenile Justice on the delivery of educational services to youth under the jurisdiction of the department.” Each cooperative agreement must contain the requirements pursuant to s. 1003.5216(13), Florida Statutes. These requirements are listed in bold type in the checklist.</p>		
Item Number	Comments	Codes Y = Yes N= No MNS = Mention but Not Specific RSD = Reference in Supporting Documents
		<p>General Provisions</p> <ul style="list-style-type: none"> <input type="checkbox"/> date cooperative agreement takes effect and how long in effect <input type="checkbox"/> notice provision <input type="checkbox"/> mutually agreed upon procedures for implementing the cooperative agreement <input type="checkbox"/> renegotiations and notification process <input type="checkbox"/> indemnification clause <input type="checkbox"/> authority to create agreement
		<p>Section 230.235(3), Florida Statutes guidelines for ensuring that all <i>No Contact orders</i> entered by the court are reported and enforced and that all steps necessary are taken to protect the victim of any such crime</p>
		<p>Rule 6A-6.05281(11), FAC Cooperative agreement must include timelines and responsibilities for the notification by DJJ to the local school board for the siting of new facilities and the awarding of contracts for the construction and operation of such a facility.</p>
1		<p>Section 1003.52(13)(a), Florida Statutes—Roles and responsibilities of each agency, including the roles and responsibilities of contract providers</p> <ul style="list-style-type: none"> <input type="checkbox"/> school board responsibilities <input type="checkbox"/> DJJ responsibilities <input type="checkbox"/> shared responsibilities <input type="checkbox"/> description of joint assessment, planning, implementation and evaluation of program activities; state and federal legislation implementation

Item number	Comments	Codes Y = Yes N = No MNS = Mentioned but Not Specific RSD = Reference in Supporting Documents
2		Section 1003.52(13)(b), Florida Statutes—Administrative issues including procedures for sharing information <input type="checkbox"/> procedures for assessing DJJ, school board, psychological and medical information <input type="checkbox"/> protection of privacy of student records pursuant to s. 1002.22, F. S. <input type="checkbox"/> sharing of administrative information
3		Section 1003.52(13)(c), Florida Statutes—Allocation of resources including maximization of local, state, and federal funding <input type="checkbox"/> number of students estimated to be enrolled <input type="checkbox"/> FEFP requirements of attendance <input type="checkbox"/> procedure for direct instructional time Note: 80% of FEFP funds must be spent on instructional costs and 100% of the formula-based categorical funds must be spent on appropriate categoricals such as instructional materials and public school technology [s. 1003.51(2)(g), F. S.]
4		Section 1003.52(13)(d), Florida Statutes—Procedures for educational evaluation for educational exceptionalities and special needs <input type="checkbox"/> assessment procedures and services for ESE students <input type="checkbox"/> assessment procedures and services for LEP students <input type="checkbox"/> identification process and services for disabilities covered under the 504 Rehabilitation Act <input type="checkbox"/> school board positions responsible for the services listed above
5		Section 1003.52(13)(e), Florida Statutes—Curriculum and delivery of instruction <input type="checkbox"/> academic and vocational course offering based on identified needs of student <input type="checkbox"/> courses meets Florida Course Code Directory <input type="checkbox"/> GED Prep, GED Exit Option offered <input type="checkbox"/> days in school year and explanation as to any amount less than 240 days <input type="checkbox"/> methods used for delivery of instruction <input type="checkbox"/> academic expectations <input type="checkbox"/> statements concerning the integration of treatment and education when applicable
6		Section 1003.52(13)(f), Florida Statutes—Classroom management procedures and attendance policies <input type="checkbox"/> staff in charge of class. <input type="checkbox"/> DJJ or program personnel present during educational activities <input type="checkbox"/> policies as to expulsion or suspension <input type="checkbox"/> school board policies relevant to attendance <input type="checkbox"/> notification of DJJ or program activities that will interfere with school attendance <input type="checkbox"/> notification procedures for state and district-wide testing <input type="checkbox"/> relevant agency and school board calendars <input type="checkbox"/> collaboration to implement common classroom management and discipline procedures

Item number	Comments	Codes Y = Yes N = No MNS = Mentioned but Not Specific RSD = Reference in Supporting Documents
7		Section 1003.52(13)(g), Florida Statutes—Procedures for provision of qualified instructional personnel, whether supplied by the school district or provided under contract by the provider, and for performance of duties while in a juvenile justice setting <input type="checkbox"/> number of certified positions <input type="checkbox"/> number of non-certified teaching positions and assignments <input type="checkbox"/> number of on-site school board administrative or support position and duties <input type="checkbox"/> description of how teachers are selected by the school district in consultation with the director of the facility
8		Section 1003.52(13)(h), Florida Statutes—Provisions for improving skills in teaching and working with juvenile delinquents <input type="checkbox"/> number of days provided for in-service training <input type="checkbox"/> availability of training
9		Section 1003.52(13)(i), Florida Statutes—Transition plans for students moving into and out of juvenile facilities <input type="checkbox"/> timelines for notifying appropriate educational personnel of students preparing to exit the program <input type="checkbox"/> accessing and transferring student educational information <input type="checkbox"/> assessment procedures <input type="checkbox"/> student planning procedures <input type="checkbox"/> transition procedures <input type="checkbox"/> responsibility of agencies for the transition process according to Rule 6A-6.05281, FAC
10		Section 1003.52(13)(j), Florida Statutes—Procedures and timelines for the timely documentation of credits earned and transfer of student records <input type="checkbox"/> student records request process <input type="checkbox"/> content of student records <input type="checkbox"/> interagency transfer of records via school board and DJJ <input type="checkbox"/> enrollment procedures <input type="checkbox"/> protection of privacy clause <input type="checkbox"/> exit portfolios according to Rule 6A-6.05281(5)(d)
11		Section 1003.52(13)(k), Florida Statutes—Methods and procedures for dispute resolution <input type="checkbox"/> mediation or conflict resolution procedures <input type="checkbox"/> responsibility for the dispute resolutions when disputes cannot be resolved on program level

Item number	Comments	Codes Y = Yes N = No MNS = Mentioned but Not Specific RSD = Reference in Supporting Documents
12		Section 1003.52(13)(l), Florida Statutes—Provisions for ensuring the safety of education personnel <input type="checkbox"/> security measures that will be taken by DJJ to ensure the safety of the educational personnel <input type="checkbox"/> DJJ or program staff ratio required during school activities
13		Section 1003.52(13)(m), Florida Statutes—Strategies for correcting any deficiencies found through the quality assurance process <input type="checkbox"/> mutual review of quality assurance findings <input type="checkbox"/> procedures and timelines for correcting deficiencies found through the QAR

Appendix F

Department Of Juvenile Justice Sample Cooperative Agreement to Implement Provisions of Section 1006.13, Florida Statutes

Pursuant to sections 1006.13 [230.235] and 1006.13(5) [232.265], Florida Statutes.

The Department of Juvenile Justice Probation Circuit _____ and _____ County School District agree to the following guidelines for ensuring that all children who have been found to have committed one or more of the enumerated felony offenses in s.1006.13(5) [232.265] 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.

The Department of Juvenile Justice Probation Circuit _____ agrees to the following:

1. DJJ Probation Circuit _____ will notify _____ County School District at the time of adjudication, withholding of adjudication, or plea of guilty or nolo contendere for the following felony offenses: homicide, assault, battery, culpable negligence, kidnapping, false imprisonment, luring or enticing a child, custody offenses, sexual battery, lewdness and indecent exposure, abuse of children, robbery, robbery by sudden snatching, carjacking, home-invasion-robbery, if the offender and the victim or the victim's sibling(s) attends school in the same school district or ride the same school bus. Notification will be from the DJJ Probation Circuit _____ Office to one person or office designated by _____ County School District
2. DJJ Probation Circuit _____ will notify _____ County School District when the judge enters a "No Contact Order." Notification will come from the DJJ Probation Circuit _____ Office to the person or office designated by the _____ County School District.
3. DJJ Probation Circuit _____ will notify the victim's parents or legal guardian of the right to attend the sentencing or disposition of the offender and the right of the victim to request that the offender be required to attend a different school.
4. _____ County School District agrees to facilitate allowing the offender to attend another school in the district provided the other school is not attended by the victim or sibling of the victim.
5. _____ County School District agrees to 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.
6. _____ County School District agrees that if the offender is unable to attend school in a different school district or is unable to attend a different school within the district, the school district shall take the following steps to take any reasonable precaution necessary to keep the offender separated from the victim and victim's siblings in school and on school transportation. The steps include but are not limited to:
7. _____ County School District will work with the parents in order to facilitate the parents paying for transportation if the offenders attend a different school. _____ County School District will provide this transportation if it exists at no additional cost.
8. DJJ Probation Circuit _____ will notify the _____ County School District 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 _____ office will send the notification to the person or office designated by the _____ County School District.

Appendix G

**2002-2003 CONTRACT FOR EDUCATIONAL SERVICES
BETWEEN
THE _____ COUNTY, FLORIDA SCHOOL BOARD
AND**

THE SCHOOL BOARD OF _____ COUNTY, FLORIDA, hereinafter referred to as the "BOARD",

And _____, hereinafter referred to as the "AGENCY" enter into this annual contractual agreement.

WHEREAS, the BOARD must fulfill its constitutional obligation to educate children of compulsory school age; and

WHEREAS, the BOARD has determined that some children need alternative settings and /or instructional strategies to achieve their educational goals; and

WHEREAS, the AGENCY accepts, as clients, children who are residents of the STATE OF FLORIDA and who are now enrolled in educational programs under the jurisdiction of the BOARD; and

WHEREAS, the AGENCY is designated by the BOARD as an approved deliverer of educational services to the youth services clients enrolled in or remanded to its program; and

WHEREAS, the AGENCY operates the _____ education program.

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

I. TERMS OF THE AGREEMENT

1. TERM - This Agreement shall be in effect from July 1, 2002, or the date of Board approval, whichever is later, and continue through June 30, 2003. The term of this Agreement is based on a 250-day school term as required by State Statute and as approved by the BOARD in accordance with the BOARD approved calendar.
2. DISPUTE RESOLUTION –
 - a. In the event that an audit is performed on the AGENCY's educational program and it is determined by the Auditor General and/or Department of Education that the program is not in compliance, the AGENCY agrees that upon final decision disallowing FTE award, the AGENCY shall be responsible for its full portion of the disallowed FTE provided such failure is not attributable to the action or inaction of the BOARD. The AGENCY agrees to comply with the programmatic elements necessary to receive FTEs and any disallowance shall be the liability of the AGENCY. The BOARD shall be responsible for that portion of the FTE allocation kept for administrative purposes.
 - b. In the event of a dispute as to matters in this contract, both the BOARD and the AGENCY agree such dispute shall be resolved by informal or formal procedures consistent with Section 120-57, Florida Statutes of the Florida Administrative Procedures Act. The parties agree that prior to any such action, they will submit the matter for mediation by the Department of Education.

3. NOTICE PROVISION – When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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. For the present, the parties designate the following as the respective places for giving notice:

To the School Board

With a Copy to:

Agency:

4. INDEMNIFICATION CLAUSE – Each party assumes the responsibility for the negligence of its own respective employees, appointees or agents, while acting in the scope of their employment, and each party will defend its own respective employees, appointees or agents in the event of any claim for damages or lawsuits for any remedy. Nothing herein shall be construed as a waiver of the BOARD’S or the AGENCY’S sovereign immunity.
5. 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.
6. NON-DISCRIMINATION – The parties shall not discriminate against any employee or participant in this program because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
7. AMENDMENT – This Agreement may be modified or amended only by mutual written consent of the parties hereto.
8. TERMINATION – Either party reserves the right to terminate this Agreement, for any reason, upon notifying the other party by United States Postal Service certified mail, return receipt requested. Termination of the Agreement shall be effective sixty (60) calendar days from the date notice was received.

II. STUDENT ELIGIBILITY

1. EDUCATIONAL SERVICES – The AGENCY’S curriculum shall be challenging, provoke critical thinking, and incorporate survival skills, goal setting, and the achievement of socially acceptable behavioral patterns. Instruction shall facilitate learning and build self-esteem by incorporating a variety of modalities.

2. ESE SERVICES – The AGENCY agrees to provide students ESE services in accordance with their IEPs (Individual Educational Plans) and provide certified ESE teachers to deliver these services.
3. 504 SERVICES – The AGENCY agrees to comply fully with Section 504 of the Rehabilitation Act of 1973. Students will be provided appropriate accommodations according to their current 504 Plan.
4. LEP SERVICES – The AGENCY agrees to provide LEP students instruction by ESOL certified teachers in accordance with their current LEP plan.
5. GED ACCESS – The AGENCY agrees to notify students who have filed an intent to terminate school enrollment of the option of enrolling in a program to attain a GED.
6. EDUCATIONAL PERSONNEL –

BOARD -	(1)	Contract Manager ESE Technical assistance
AGENCY -	(1)	Education Director
	(1)	Quality Assurance/ Contract Manager
	(1)	ESE/Transition Coordinators
		Teachers (approximate 1/16 ratio)
		Substitute Teacher/s (as needed)
	(1)	Data Entry Clerk

III. STUDENT RECORDS

1. REQUEST FOR RECORDS – Upon entry of a student the AGENCY’s appointed clerical aide will request the educational records (including ESE information) from all previous schools of attendance.
2. REQUIRED CONTENT – The educational records shall include, but not be limited to, academic assessments, psychosocial profiles, grade reports, attendance data, current IEP, and cumulative records
3. MIS ENROLLMENT - The AGENCY’s clerical aide will enter the appropriate MIS data into Genesis.
4. STORAGE OF RECORDS – The AGENCY shall maintain individual records in a form prescribed by the BOARD for each student. Records should be stored at the site for a period of three years. At the end of the three-year period said records shall be transferred to the District.
5. SHARING OF RECORDS – The BOARD shall make available, upon request of the AGENCY, records in its possession for AGENCY clients.
6. CREDITS AND GRADES – Upon the student’s withdrawal from the program the AGENCY will award credits and grades earned and will issue a final cumulative transcript.
7. PRIVACY CLAUSE - The AGENCY shall comply fully with laws, policies, and rules guaranteeing the confidentiality of student educational records and access thereto.
8. TRANSFER OF RECORDS - The AGENCY shall make the student’s permanent record card and current transcript part of the exit transition package.

IV. STUDENT ASSESSMENT

1. ASSESSMENT INSTRUMENTS
 - a. Academic – KTEA, OWLS, TABE, WRAT, New Century, BASIS, STAR, CCC, Brigance or other academic assessment proposed by the AGENCY and approved by the BOARD
 - b. Vocational – COPS, Florida View, Choices or other vocational assessment proposed by the AGENCY and approved by the BOARD
2. ASSESSMENT ADMINISTRATION – The AGENCY shall inform the BOARD of the person or persons in charge of administering assessments.
3. TIMEFRAMES – The AGENCY will administer pre-tests within 10 days of entry into the program and within the 10 day period prior to the student exiting the program.
4. ACADEMIC PLACEMENT AND PLANNING – The AGENCY shall conduct an academic assessment of each student upon intake. The results of this assessment combined with the student's previous class schedule and educational goals shall determine the instructional strategies employed while the student is enrolled in the AGENCY's educational program. All courses offered must lead toward a standard high school diploma or ESE special diploma. For special education students, the ESE teacher, or regular teacher in consultation with the ESE teacher, shall modify the curriculum as stated on the IEP.
5. STATE ASSESSMENTS – The AGENCY shall appoint a person or persons responsible for administering the STATE HSCT and FCAT. The responsible party/s shall attend all BOARD training sessions for administering the tests. The GED test will be administered at the BOARD'S Family Service Center after all prerequisites have been met.
6. INTAKE PROCEDURES - The AGENCY shall provide the BOARD with its written procedures governing intake, evaluation, dismissal, and separation of students. (To be provided by July 1, 2002 #1)

V. INDIVIDUAL ACADEMIC PLANS

1. REQUIREMENTS - the AGENCY will prepare an Individual Academic Plan for all non-ESE students on a BOARD approved IAP form. (To be provided by July 1, 2002 #2)
2. PERSONS RESPONSIBLE – The Education Coordinator, Transition Specialist and the Instructional staff.
3. TIMEFRAME – The AGENCY will prepare the entering non-ESE student's IAP within 15 days of student entry, excluding weekends and holidays
4. IAP DEVELOPMENT - After the student's entry assessment, and a review of the student's school records, the Transition Specialist, with the assistance of the Instructional staff, will create the Individual Academic Plan to provide specific instruction meeting the student's individual need.
5. IAP UTILIZATION - The AGENCY will use the IAP for a minimum of the following:
 - a. to plan specific individual long-term goals and short-term instructional and vocational/technical objectives

- b. to plan remedial strategies and/or tutorial instruction
- c. to plan evaluation procedures
- d. to plan a schedule for determining progress toward meeting the goals and instructional and vocational/technical objectives

Academic Improvement Plans, Individual Educational Plans (IEPs), 504 Plans, and/or individual plans for LEP students may incorporate the requirements of the Individual Academic Plan.

VI. TRANSITION SERVICES

1. TRANSITION PLANNING – The AGENCY will be responsible for the development of the student’s Transition Plan, which begins upon entry and is completed prior to the student’s exit.
2. TRANSITION PLAN REQUIREMENTS – The Transition Plan must include a minimum of the following:
 - a. academic re-entry goals
 - b. career and employment goals
 - c. the recommended next educational placement
3. CONTENT OF THE EXIT PORTFOLIO – The student Exit Portfolio should contain, but not be limited to, the following:
 - a. copy of the student’s exit/transition plan
 - b. current permanent record card generated for the BOARD’s MIS, which reflects the total number of credits students have received toward high school graduation including those credits earned prior to commitment
 - c. current course schedule and grades when semester has not been completed and half or whole credits have not been awarded
 - d. current IEP, 504 Plan, or Individual Academic Plan
 - e. pre and post assessment information
 - f. State and district wide assessment information
 - g. length of participation in the program
 - h. copies of any diplomas or educational certificates awarded from the district and/or the commitment program
 - i. examples of student work (e.g. writing samples, photos of completed vocational projects, and art work)
4. ACCESS TO DJJ FILES – The AGENCY and the BOARD shall have access to DJJ commitment files for the purpose of planning the exit/transition plan for the student.
5. RESPONSIBILITY – The AGENCY shall provide the BOARD with the name/s of those individuals in charge of exit/transition plans.

VII. INSTRUCTION PROGRAM AND ACADEMIC EXPECTATIONS

1. DAYS OF INSTRUCTION – the AGENCY will provide the BOARD with a 250 day instructional calendar, 10 of which may be used for Inservice training and planning. (To be provided by July 1, 2002 #3)
2. ACADEMIC CURRICULAR OFFERINGS – The AGENCY shall provide the BOARD (for BOARD approval) with the list of course codes for the courses they intend to offer. (To be provided by July 1, 2002 #4)

3. VOCATIONAL AND CAREER AWARENESS – The AGENCY shall provide the BOARD (for BOARD approval) with the list of Vocational and career awareness curricular offerings. (To be provided by July 1, 2002 #5)
4. GED PREPARATION AND TESTING – The AGENCY will prepare students to take the GED when those students are in jeopardy of obtaining a regular High School Diploma. The BOARD will administer the GED to those students who have met the criteria for testing. There will be no charge to the student.
5. TUTORIAL ACTIVITIES – The AGENCY will provide the BOARD a list of tutorial activities it will utilize. (To be provided by July 1, 2002 #6)
6. METHODS OF INSTRUCTIONAL DELIVERY – The AGENCY will provide the BOARD a list of methods of instructional delivery they will utilize. (To be provided by July 1, 2002 #7)
7. CLASSROOM MANAGEMENT PROCEDURES – The AGENCY will provide the BOARD a list of classroom management procedures they will utilize. (To be provided by July 1, 2002 #8)
8. SUPERVISION OF STUDENTS – Supervision and control of students while in their educational program shall be the responsibility of the AGENCY and the host facility provider agency. However, the AGENCY shall inform the BOARD when a student or students are involved in a serious incident or are injured. The AGENCY shall provide the BOARD, written policies regarding the conduct and disciplining of students while they are enrolled in the educational program.

VIII. QUALIFICATIONS AND PROCEDURES FOR SELECTION OF STAFF

1. EDUCATION COORDINATOR - The AGENCY will provide the BOARD with the Educational Coordinator's job description. (To be provided by July 1, 2002 #9)
2. NUMBER OF CERTIFIED TEACHERS - The AGENCY will employ a sufficient number of certified teachers to maintain an average daily attendance instructional ratio of approximately 16:1. The AGENCY will provide the BOARD with the teacher's job description. (To be provided by July 1, 2002 #10)
3. CLASSES WHICH REQUIRE CERTIFIED TEACHERS - All classes assigned in accordance with the Florida Course Code Directory shall require certification required to instruct the class.
4. ESOL/ESE CERTIFICATION – The AGENCY shall provide ESOL/ESE Certified teachers to instruct students requiring either an LEP or IEP Plan using either a direct instruction or consultative model.
5. EDUCATIONAL PERSONNEL FILES – The AGENCY shall provide the BOARD with a copy of each teacher's current certification certificate.
6. SUBSTITUTE TEACHERS – The AGENCY shall employ BOARD approved substitute teachers. A listing of BOARD approved substitutes will be provided to the AGENCY. Potential substitutes can be trained by the Board prior to approval or the AGENCY can provide its own training. All substitutes must be Board approved and a fingerprint verification must be submitted prior to approval.
7. NON-CERTIFIED INSTRUCTIONAL PERSONNEL - Non-certified teachers or interim substitutes must be approved by the BOARD. A completed personnel file, for a non-certified

teacher candidate, must be sent to the BOARD's Human Resources Office prior to employment. The BOARD must approve the employment of all non-certified teachers or interim substitutes.

8. AGENCY STAFF DEVELOPMENT ACTIVITIES – The AGENCY agrees to develop and implement a Staff Development plan that includes staff development (Inservice) activities that will occur throughout the year. Topics may include academic/career/vocational/social skills “best practices” information for adjudicated juvenile offenders, motivating reluctant learners, and problem solving. For teachers to receive Inservice credit, each AGENCY Inservice activity must first be submitted for prior approval to the BOARD's Director of Instructional Services.
9. BOARD STAFF DEVELOPMENT ACTIVITIES - The AGENCY's teachers will have access to all (non site-specific) staff development activities scheduled by the BOARD. A monthly Inservice Calendar will be sent to the AGENCY.
10. STAFF DEVELOPMENT FOR SUPPORT STAFF – The AGENCY shall provide the BOARD with a listing of staff development activities scheduled for administrative personnel, clerks, registrars, para-professionals, guidance counselors, transition specialists, and lead teachers.
11. BEGINNING TEACHER PROGRAMS - If the AGENCY employs beginning teachers with valid Florida “Temporary” teaching certificates, those teachers may participate in the BOARD's “Teacher Induction Program” in order to receive a “Permanent” certificate.
12. RESPONSIBILITY – The AGENCY shall be responsible for hiring certified teachers and assign classes within the Florida Course Code Directory.
13. BACKGROUND CHECK – All AGENCY employees, appointees, or agents who come into contact with students as part of the educational program must submit to a background check, including a fingerprint check, at AGENCY expense.

IX. FUNDING

1. PAYMENTS – The Board will make payments to the AGENCY monthly beginning August 1, 2002, based upon the estimated annual budget. The monthly payment will be adjusted after each FTE survey and the final payment will be adjusted to the actual FTE earned. The AGENCY is responsible for invoicing the BOARD monthly, based upon the calculation furnished by the BOARD to the AGENCY.
2. FUNDING BASIS – Payments by the BOARD to the AGENCY shall be calculated based upon projected FTE for the AGENCY program using the State of Florida estimates. The projected revenue shall be reduced by the BOARD's share.
3. RATE OF PAYMENT – The rate of payment shall be equal to ___% of the FTE Revenue generated through the Florida Education Finance Program (FEFP). In addition, allocations of Title I and Categorical Funds for instructional materials, instructional technology, and science lab materials will be made.
4. CONDITIONS OF CHANGE – If at any time during the term of this Agreement, the State Department of Education changes the BOARD's formula for allocation of funds, said increase or decrease shall be passed along to the Agency on a pro rata basis.
5. FEFP REQUIREMENTS – A student is in membership when he/she is officially assigned to a course/s or program by the AGENCY. To be reported for funding, each student must be enrolled and scheduled appropriately in the state automated data system. The student must be in

attendance for a minimum of 1500 minutes of instruction per week. The school year for the student will include a minimum of 240 days of instruction.

6. FUNDING LOSS – In the event the AGENCY violates any State Law, State Department of Education rule, BOARD policy, and/or other covenant set forth herein, and said violation results in a loss of funding to the BOARD, the AGENCY shall reimburse the BOARD for the full amount of the loss. This provision shall remain in force, even if the agreement is terminated, for a period of (3) three years or until all state audits are conducted, whichever occurs first.
7. DIRECT INSTRUCTION TIME - The AGENCY is required to take attendance on a daily basis. Attendance must include any student who was tardy. Attendance records must be maintained in a manner prescribed by the BOARD, which includes, but is not limited to, weekly student attendance sheets which reflect daily (once a day), attendance status and the Teachers' roll books which reflect attendance in each class period on the student's schedule. Records will be maintained until such time the AGENCY is authorized by the BOARD to dispose of said records, or until the expiration of this agreement when all such records shall be surrendered to the BOARD.
8. FINANCIAL RECORDS MAINTENANCE – The AGENCY shall maintain all financial records related to the educational component of the program for (3) three years.
9. FINANCIAL RECORDS – The AGENCY shall provide a financial accounting of all expenditures toward the educational component of the program on a quarterly basis. The accounting report shall be in accordance with forms provided by the Superintendent's designee and shall be delivered to the Superintendent's designee within thirty (30) days after the close of each quarter.

X. CONTRACT NEGOTIATIONS

1. WORKFORCE DEVELOPMENT - The BOARD will provide the AGENCY with the name of the Director of Workforce Development.

2. AGENCY REQUIREMENTS

The AGENCY has experience in providing educational services.

The AGENCY has sufficient financial stability and resources to hire adequate numbers of certified teachers and personnel.

3. BOARD PRE-CONTRACT RESPONSIBILITY

The AGENCY has positive past Quality Assurance Reviews.

The AGENCY's DJJ contract (if applicable) does not duplicate services or resources.

XI. INTERVENTIONS AND SANCTIONS

1. QUALITY ASSURANCE REVIEW - The AGENCY shall provide to the BOARD the results of the Annual Department of Juvenile Justice Quality Assurance Review for the Facility and the Educational Component. Unsatisfactory findings shall result in the development of a corrective action plan to be submitted to the BOARD within 30 days of the review. The Superintendent's designee shall monitor the plan. The School Improvement Plan (SIP) should reflect identified deficiencies and plans to correct the deficiencies. Failure to comply with the corrections within (90) ninety days will be considered a default and can lead to termination of the Agreement.

2. DEFAULT – The AGENCY’s inability and/or refusal to comply with the terms of this Agreement shall be considered a default. Only the Superintendent of Schools may declare the AGENCY in default, and notice of such shall be sent United States Postal Service certified mail, return receipt requested. Upon receipt of the Superintendent’s declaration of default, The AGENCY has (5) five calendar days to contest the Superintendent’s action, giving notice by United States Postal Service certified mail, return receipt requested. The matter shall then be arbitrated. During arbitration, the AGENCY’s educational programs shall continue, but the BOARD shall withhold payment. If the dispute is resolved in the AGENCY’s favor, all payments, previously withheld, shall be released. If resolved in the BOARD’S favor, all funds previously withheld shall be forfeited, and the Agreement shall be immediately terminated. Dollars previously paid to the AGENCY may also be in jeopardy.

XII. COORDINATION

1. RESPONSIBLE POSITIONS
 - a. BOARD’S DESIGNEE – The BOARD’s designee for purposes of administering the Agreement shall be the Superintendent of Schools who may assign a designated administrator for monitoring compliance and educational program administration.
 - b. AGENCY’S DESIGNEE – The AGENCY shall identify one person with whom the BOARD is to communicate on all compliance issues related to this Agreement. The AGENCY, at its option, may designate another person with whom the BOARD is to communicate regarding the operation of its educational program.

XIII. FACILITIES

1. SAFETY REQUIREMENTS - The host facility provider shall comply with facility safety requirements embodied in the State Uniform Building Code for Educational Facilities and the Department of Education’s State Requirements for Educational Facilities (SREF) 1994.
2. ADDRESS OF FACILITY -
 - a. mailing address -
 - b. physical location -
3. SANITATION AND HEALTH CERTIFICATES – The host facility provider shall maintain current sanitation and health certificates.
4. REQUIRED SETTINGS – The host facility provider shall provide student classrooms with a minimum of twenty-five usable square feet per pupil. Instructional personnel must be provided adequate space for a desk, file cabinets, instructional materials, and secured storage of BOARD-owned equipment and confidential documents such as tests and records. Additional space shall be provided for ESE/ESOL staffings or psychological evaluations.
5. BUILDING MAINTENANCE – The host facility provider shall maintain (in a state of good repair), all buildings used for the educational program. All damages made by the AGENCY’s program will be the responsibility of the AGENCY to repair.

XIV. ADDITIONAL CONSIDERATIONS

The BOARD will provide the necessary software to allow access to the student information system (Genesis). The Agency will be responsible for the monthly connection charge for a T-1 line (if applicable).

Signature Page

For the School Board of _____ County, FL

/s/ Superintendent

by: /s/ and Title

Date

Date

Attest:

Attest:

Date

Date

Approved as to Form:

School Board Attorney

con-ob.doc

Other Supporting Documentation

Appendix H

Florida Department of Education Bureau of Instructional Support and Community Services

2003- 2004 Juvenile Justice Education Service Contract Review

School District: _____ DJJ Program: _____

School District Contact: _____ Phone: _____

Private Provider: _____

Date Received: _____ Reviewer: _____

Program Contracts: Rule: 6A-6.05281(9), FAC, Educational Programs for Youth in Department of Juvenile Justice Detention, Commitment, Day Treatment, or Early Delinquency Intervention Programs. “School districts may provide services directly or may enter into a contract with a private provider to provide educational services to these youth. Beginning in 2000-2001, such contracts with private providers shall address the responsibilities of the school district and the private provider for implementing the requirements for this rule.” Contracts should include, at a minimum, the terms of the contract and the requirements of Rule 6A-6.05281, FAC, which are listed in bold in the order in which they appear in the rule.

Item Number	Comments	Codes Y = Yes N= No MNS = Mention but Not Specific RSD = Reference in Supporting Documents
		Terms of Agreement <input type="checkbox"/> date the contract takes effect and its duration <input type="checkbox"/> methods and procedures for dispute resolution <input type="checkbox"/> notice provision <input type="checkbox"/> indemnification clause <input type="checkbox"/> authority to contract
1		Rule 6A-6.05281(1), FAC—Student Eligibility <input type="checkbox"/> provision of high quality educational services to all students in the DJJ facility <input type="checkbox"/> service to students identified and eligible for ESE services <input type="checkbox"/> service to students with disabilities, as defined in Section 504 of the Rehabilitation Act <input type="checkbox"/> service to potential LEP students <input type="checkbox"/> notification of students who have filed an intent to terminate school enrollment of the option of enrolling in a program to attain a GED <input type="checkbox"/> identification of the agency’s and school board’s positions responsible for delivering the services listed above

Item Number	Comments	Codes Y = Yes N= No MNS = Mention but Not Specific RSD = Reference in Supporting Documents
2		Rule 6A-6.05281(2), FAC—Student Records <ul style="list-style-type: none"> <input type="checkbox"/> procedures for records request process <input type="checkbox"/> content of educational record <input type="checkbox"/> enrollment process in the district’s MIS <input type="checkbox"/> storage of student records <input type="checkbox"/> procedure for access to educational records by school board and agency personnel <input type="checkbox"/> process for awarding credits and grades, prior to student exiting the program, for inclusion in the student discharge packet <input type="checkbox"/> protection of the privacy clause <input type="checkbox"/> transfer of records at exit
3		Rule 6A-6.05281(3), FAC—Student Assessment <ul style="list-style-type: none"> <input type="checkbox"/> name of all academic and vocational assessment instruments utilized in the program <input type="checkbox"/> positions responsible for conducting assessments <input type="checkbox"/> time frames and procedures for administering entry and exit assessments <input type="checkbox"/> procedures for using assessment results for planning and instruction <input type="checkbox"/> procedures for administering all required state and district-wide assessments
4		Rule 6A-6.05281(4), FAC—Individual Academic Plans (IAP) / Individual Education Plans (IEP) <ul style="list-style-type: none"> <input type="checkbox"/> requirements of the IAPs/IEPs <input type="checkbox"/> positions of responsibilities for the development of the IAPs/IEPs <input type="checkbox"/> time frames and procedures for developing student goals and objectives <input type="checkbox"/> description of the development of IAPs/IEPs <input type="checkbox"/> plans for instruction and tracking of student progress
5		Rule 6A-6.05281(5), FAC—Transition Services <ul style="list-style-type: none"> <input type="checkbox"/> transition planning process and the development of the exit transition plans <input type="checkbox"/> requirements of the transition plans <input type="checkbox"/> content of exit portfolios <input type="checkbox"/> access to DJJ commitment files and discharge packets for student information <input type="checkbox"/> agency and school board positions responsible for the transition process
6		Rule 6A-6.05281(6), FAC—Instructional Program and Academic Expectations <ul style="list-style-type: none"> <input type="checkbox"/> appropriate number of calendar days <input type="checkbox"/> academic curricular offerings <input type="checkbox"/> vocational or career awareness curricular offerings <input type="checkbox"/> GED Prep or the GED Exit Option Model, including access to GED testing <input type="checkbox"/> tutorial activity <input type="checkbox"/> methods of instructional delivery <input type="checkbox"/> classroom management procedures

Item Number	Comments	Codes Y = Yes N= No MNS = Mention but Not Specific RSD = Reference in Supporting Documents
7		Rule 6A-6.05281(7), FAC—Qualifications and Procedures for Selection of Instructional Staff <ul style="list-style-type: none"> <input type="checkbox"/> role and responsibilities of the provider’s lead teacher or educational administrator <input type="checkbox"/> number of certified teachers employed and their duties <input type="checkbox"/> classes that require a certified teacher <input type="checkbox"/> provision stating who will provide ESE certified teachers <input type="checkbox"/> maintenance of content and access to educational personnel files <input type="checkbox"/> process by which substitute teachers shall be accessed <input type="checkbox"/> school board procedures for approving the use of non-certified instructional personnel <input type="checkbox"/> in-service training/staff development <input type="checkbox"/> beginning teacher programs
8		Rule 6A-6.05281(8), FAC—Funding <ul style="list-style-type: none"> <input type="checkbox"/> date payments should be made <input type="checkbox"/> funding basis for the payments <input type="checkbox"/> rate of payment in relation to the FTE revenue and percentage of funds to be allocated to education <input type="checkbox"/> conditions under which rate may change <input type="checkbox"/> Florida Education Finance Program requirements of daily attendance, membership, school calendar documentation and number of instructional minutes <input type="checkbox"/> ramifications of violations of state laws, State Board of Education Rules, or local school board policy which result in a loss of funding to the local school board <input type="checkbox"/> process for recording direct instructional time <input type="checkbox"/> maintenance by the agency of all financial records related to the educational component for a minimum number of years to be set by school board <input type="checkbox"/> financial accounting and reporting system requirements from the agency to the school board of expenditures related to the educational component <p>Note: 80% of FEFP funds must be spent on instructional costs and 100% of the formula-based categorical funds must be spent on appropriate categoricals such as instructional materials and public school technology [s.1003.51(2)(g), F.S.]</p>
9		Rule 6A-6.05281(9), FAC—Pre-Contract Negotiation Procedures <ol style="list-style-type: none"> 1. School board notification to the DJJ program of the appropriate entity that receives funding for Workforce Development Programs 2. Statements that both the school board and the provider have met all the requirements of Rule 6A-6.05281(9) FAC, prior to awarding the contract, including: <ul style="list-style-type: none"> <input type="checkbox"/> documented experience in providing services or detailed educational plan <input type="checkbox"/> sufficient financial stability and resources to hire adequate number of certified teachers and personnel 3. School Board Pre-Contract Responsibility <ul style="list-style-type: none"> <input type="checkbox"/> review the private providers’ past performances (Quality Assurance) <input type="checkbox"/> review the contract with DJJ to ensure that services and resources are coordinated and not duplicative

Item Number	Comments	Codes Y = Yes N= No MNS = Mention but Not Specific RSD = Reference in Supporting Documents
10		Rule 6A-6.05281(10), FAC—Interventions and Sanctions <ul style="list-style-type: none"> <input type="checkbox"/> strategies for correcting deficiencies <input type="checkbox"/> financial and other sanctions that may be imposed by the school board for contract or service violations <input type="checkbox"/> identified timeframes for correcting deficiencies
11		Rule 6A-6.05281(11), FAC, Coordination <ul style="list-style-type: none"> <input type="checkbox"/> party responsibilities for implementation of the contract and communication between the school board and the provider <input type="checkbox"/> timelines and responsibilities for the notification by DJJ to the local school board of the siting of new facilities and the awarding of a contract for the construction and operation of such facility
		Facilities —References should include the following, at a minimum: <ul style="list-style-type: none"> <input type="checkbox"/> compliance with facility safety requirements embodied in the State Uniform Building Code for Educational Facilities and the Department of Education’s State Requirements for Educational Facilities (SREF) 1994 <input type="checkbox"/> address of the facility <input type="checkbox"/> who is responsible for maintaining sanitation and health certificates for classroom space <input type="checkbox"/> identification of or reference to required settings for educational components that may contain issues of confidentiality and, therefore, should not take place in a classroom while students are present, such as space for ESE/ESOL staffings or school-sponsored psychological evaluations <input type="checkbox"/> identification of the responsible party (agency or school board) in the case of damage or loss of board property