

AGREEMENT

THIS AGREEMENT, made and entered into this July 30, 2013, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT VI hereinafter referred to as DJJ ; "Juvenile Detention Center-JDC"

WITNESSETH:

WHEREAS, the DJJ provides various services at the following facility: Pinellas Juvenile Detention Center (JDC), 5255 - 140 Ave. No., Clearwater, FL 33760;

WHEREAS, the BOARD is committed to providing appropriate educational programs for school age children in Department of Juvenile Justice programs; and

WHEREAS, DJJ becomes the student's designated school and decision to remove the student from the program shall be done in collaboration with the instructor, parent, and JDC staff to determine the next educational placement prior to program exit and in compliance with the Department of Juvenile Justice Quality Improvement; and

WHEREAS, the parties to this agreement desire a maximum degree of cooperation and administrative planning in order to provide an effective program of educational services for children placed in this program by eligibility under State Board of Education Rule 6A-6.05281 by Florida Statute 1003.52;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The BOARD shall provide six (6) teachers, two (2) assistants, three (3) Title I paraprofessionals, one itinerant dropout prevention specialist, one itinerant exceptional student education specialist, one itinerant Title I facilitator, an itinerant technology coordinator, one itinerant reading coach, professional education, administrative supervision, classroom furniture, instructional supplies and textbooks, technology equipment, internet service, and other support services as needed, all subject to the availability of funds.

2. DJJ shall provide the necessary physical plant, utilities (telephone) and maintenance to house the students, provide meals for the students, and provide the medical treatment, counseling and social services. DJJ will provide instructors daily access to a copy machine and secure space for equipment, records, materials, and supplies, to the extent possible. DJJ will provide networking to assure all classrooms have access to the internet. DJJ staff will represent JDC on the School Advisory Council for Dropout Prevention School.

3. Students eighteen (18) years of age or younger, who are DJJ clients may be qualified for educational services in the dropout prevention program. Students who have

received a General Education Diploma (GED) are graduates and not eligible for enrollment in the dropout prevention classroom. Students sixteen (16) years of age or older may participate in GED/GED exit option assessment, preparation, and testing when appropriate.

4. The instructors who have been appointed to serve at the DJJ facility shall be responsible to follow all applicable state laws, DJJ policies and procedures, and all BOARD policies and procedures in the implementation of the dropout prevention programs. The instructors shall prepare all BOARD required records and reports which shall be forwarded to the administrator of dropout prevention services.

5. Students who enter into the dropout prevention program shall be assessed at the facility by the instructor in accordance with Pinellas County Special Programs and Procedures Document and the ESOL Consent Decree. An educational program plan will be prepared for the student.

6. In order to offer optimum educational services, the BOARD and DJJ shall permit not more than eighteen (18) students (per teacher) in any one class when possible based on the facility population.

7. The educational team leader and the detention superintendent or designee shall communicate and exchange appropriate student information as required in a manner consistent with Florida Statutes, rules and professional ethics.

8. The method of disciplining students unable to cope with the dropout prevention program shall be discussed by the educational team leader with the detention superintendent or designee of DJJ in order to provide an alternative education plan for the student.

9. The Board and JDC will collaboratively develop a Safe Learning Environment/Crisis plan. The plan will include provisions for ensuring the safety of educational personnel and Board equipment. JDC will maintain the appropriate staff during school activities.

10. The Board's DJJ instructional calendar shall be applicable to the Juvenile Detention Center. Classes shall be held during the time indicated on the 240 day program shall be responsible to the administrator of dropout prevention services. Any deviation from the DJJ school calendar must be requested in writing and receive prior approval by the administrator of dropout prevention services. Any emergency cancellation of school must be done in coordination with the administrator of dropout prevention. The instructional staff is bound by the PCTA agreement with the Pinellas County School Board.

11. When there is a complaint lodged against a classroom teacher, DJJ will immediately contact the administrator of dropout prevention services so that both agencies may investigate the charges.

12. When needed, the BOARD may employ substitute teachers for the regular dropout prevention instructor. The superintendent must be notified and the substitute teachers will receive training in DJJ safety and security procedures, and the Florida statutes relative to Detention.

13. The Board and JDC will review the Department of Juvenile Justice Quality Assurance results and mutually develop an improvement plan within 60 days of receiving the written evaluation.

14. The BOARD and DJJ will follow all district, state and Department of Juvenile Justice rules, standards, timelines and procedures related to transition plans for students moving into and out of juvenile facilities and documentation of credits earned and transfer of student records.

15. DJJ agrees to comply with all provisions of Florida Statutes and applicable rules of the State Board of Education, and federal legislation including but not limited to the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitative Act of 1973, amended; Title IX of the Education Amendment Act of 1974, and the Individuals with Disabilities Education Act.

16. DJJ, its officers, agents, employees, and subcontractors, shall comply at all times during the term of this Agreement at DJJ'S own cost with the background screening requirements of Sections 1012.32(2), 1012.465, and 1012.56, Florida Statutes (2011), as applicable, and to follow applicable District procedures for compliance with such laws. The procedures are available for viewing at the BOARD's web site by clicking on "Business", then "Vendors" and then "Jessica Lunsford Act". A printed version may be obtained from the District contact listed in this Agreement.

17. The JDC superintendent or designee will be in the facility at all times during the instructional day. An educational team leader or designee will be in the facility at all times during the instructional day. Classroom teachers will not be left in the classroom with the total responsibility for youth and program supervision.

18. DJJ is responsible for meeting safety, health, and sanitation standards of authorized state and local agencies providing confidential counseling, staffing, and evaluation space.

19. The detention superintendent and the administrator of dropout prevention will determine the responsibility of repair or replacement of any school board property damaged or lost by DJJ staff or students outside the school day.

20. The Pinellas County School Board teachers agree to comply with all provisions of Florida Statutes, and applicable rules of the State of Florida, and the Department of Juvenile Justice especially F.S.985.4046 (introduction of contraband to a secure detention facility)

21. Neither party shall assign this agreement; however, it may be modified in writing by the parties by mutual agreement.

22. In the event that the instructional staff and DJJ personnel are unable to agree upon a function not specified in this agreement, the detention superintendent and the administrator of dropout prevention services will attempt to resolve any differences which may arise under this agreement. In the event such differences cannot be resolved between the personnel described herein, any such disagreement shall be submitted to the deputy superintendent of curriculum and operations and to the Juvenile Justice Detention Director of DJJ for resolution.

23. This agreement shall be effective July 30, 2013, for the school year 2013-2014, and shall terminate June 30, 2014. Either party may terminate this agreement without cause upon thirty (30) days written notice to other party.

24. The BOARD and DJJ agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, that the BOARD and DJJ's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the BOARD and DJJ, nor shall anything herein be construed as consent by the BOARD and DJJ to be sued by any third party for any cause or matter arising out of or related to this Agreement.

25. Implementation of the following eleven (11) requirements of P.L. 107-110, Section 1425, the parties (herein, "we") agree to comply with the applicable requirements of P.L. 107-110, Section 1425, as follows

- i. Where feasible, we will ensure that education programs in the correctional facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under Part B of the Individuals with Disabilities Education Act;
- ii. If the child or youth is identified as in need of special education services while in the correctional facility, we will notify the local school or youth of such need;
- iii. Where feasible, we will provide transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling,

- assistance in accessing drug and alcohol abuse prevention programs, tutoring and family counseling;
- iv. We will provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the correctional facility has been completed, or provide such children and youth the skills necessary to gain employment or see a secondary school diploma or its recognized equivalent;
 - v. We will work to ensure that the correctional facility is staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;
 - vi. We will ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
 - vii. To the extent possible, we will use technology to assist in coordinating educational programs between the correctional facility and the community school;
 - viii. Where feasible, we will involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;
 - ix. We will coordinate funds received under Title I, Part D, Subpart 2 of P.L. 107-110 with other local, State and Federal funds available to provide services to participating children and youth, such as funds made available under Title I of Public Law 105-220, and vocational and technical education funds;
 - x. Coordinate programs operated under the Title I, Part D, Subpart 2 of P.L. 107-110 with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
 - xi. If appropriate, we will work with local business to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Witnesses:

Witnesses:

Approved as to form:



School Board Attorney's Office

THE SCHOOL BOARD OF PINELLAS
COUNTY, FL

By: _____
Chairperson

Attest: _____
Superintendent

DEPARTMENT OF JUVENILE
JUSTICE, CIRCUIT VI

By: _____

Title: _____

Attest: _____

Title: _____