

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Meeting Date <b>3/4/14</b>	<b>Open Agenda</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Special Order Request</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Agenda Item Number <b>F-4</b>
-------------------------------	---	---	----------------------------------

**TITLE:** First Amendment to Cooperative Agreement with the Department of Juvenile Justice

**REQUESTED ACTION:**  
Approve First Amendment to current Cooperative Agreement with the Department of Juvenile Justice (DJJ).

**SUMMARY EXPLANATION AND BACKGROUND:**  
The School Board approved the current DJJ Cooperative Agreement at the September 3, 2013 Regular School Board Meeting (Item FF-1).  
  
The Amendment outlines specific provisions for the Department of Juvenile Justice educational programs. The Department of Juvenile Justice is required by law to ensure school board employees serving in Detention Centers and residential facilities complete the Prison Rape Elimination Act of 2003 (PREA) training within 30 days of the approval of this Amendment. New SBBC personnel assigned to a DJJ detention or residential facility are required to complete PREA training within thirty (30) days of assignment.

The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
☐ • Goal 1: High Quality Instruction  
☐ • Goal 2: Continuous Improvement  
☒ • Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
There is no financial impact to the District.

**EXHIBITS: (List)**  
First Amendment to Cooperative Agreement with the Florida Department of Juvenile Justice  
Approved DJJ Cooperative Agreement, Item FF-1 - Sept. 3, 2013

<b>BOARD ACTION:</b> <b>APPROVED</b> (For Official School Board Records' Office Only)	<b>SOURCE OF ADDITIONAL INFORMATION:</b> Michaëlle Valbrun-Pope 754-321-1660 Jeffrey L. Williams 754-321-1657 Name Phone
---	---

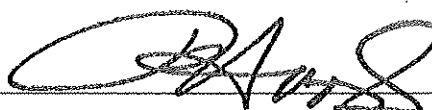
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

*Jose L. Dotres, Chief Academic Officer*  
*Office of Academics*

Approved in Open Board Meeting on: \_\_\_\_\_

**MAR 04 2014**

By: \_\_\_\_\_



School Board Chair

# **FIRST AMENDMENT TO COOPERATIVE AGREEMENT**

4<sup>th</sup> **THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this  
day of March, 2014, by and between

## **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

## **THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE**

(hereinafter referred to as "DJJ")  
having its principal place of business at  
222 N.W. 22<sup>nd</sup> Avenue, Fort Lauderdale, FL 33311.

**WHEREAS**, SBBC and DJJ entered into a Cooperative Agreement dated September 3, 2014 (hereafter "Agreement"); and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions.** The parties hereby agree to Amend the Agreement to include the following provisions to the Agreement:

**Role of SBBC Personnel.** SBBC shall address within its classroom management procedures the role of SBBC personnel in physical interventions that occur at DJJ detention centers and residential programs and shall not permit SBBC personnel to intervene in physical altercations in those settings.

**Training of SBBC Personnel.** The DJJ is required by federal law to ensure that all individuals having contact with youth in DJJ detention centers and residential facilities are in compliance with the Prison Rape Elimination Act of 2003 (PREA). All SBBC personnel providing services in DJJ detention centers and residential programs will complete the required training for the PREA. PREA training must be completed by current SBBC personnel serving in DJJ detention centers and residential programs within thirty (30) days of the approval of this

Amendment and by any new SBBC personnel assigned to a DJJ detention center or residential facility within thirty (30) days of assignment. This training shall include:

- a. Completion of the DJJ's CORE PREA training class located on the DJJ PREA website. See: [http://www.djj.state.fl.us/partners/prison-rape-elimination-act-\(prea\)](http://www.djj.state.fl.us/partners/prison-rape-elimination-act-(prea)).
- b. Documentation that the individual received training, by signing and dating the form included in the training and providing a copy of the acknowledgment to the PREA Facility Compliance Manager.

1.03 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and
- b) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to 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 First Amendment to Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.


**FOR SBBC**

(Corporate Seal)

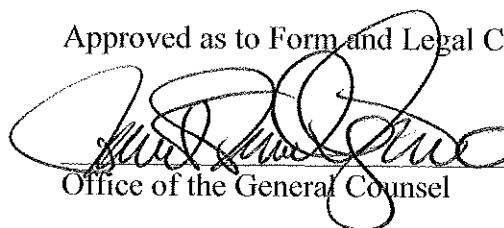
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Patricia Good, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 02/11/14  
Office of the General Counsel

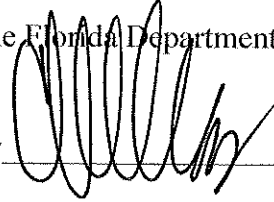
**FOR THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE**

(Corporate Seal)

ATTEST:

The Florida Department of Juvenile Justice

By



\_\_\_\_\_, Secretary

Printed Name: CASSANDRA EVANS

Title: CHIEF PROBATION OFFICER

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of February, 2014 by \_\_\_\_\_ of \_\_\_\_\_

Name of Person

The Florida Department of Juvenile Justice on behalf of the agency. He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. \_\_\_\_\_  
Type of Identification

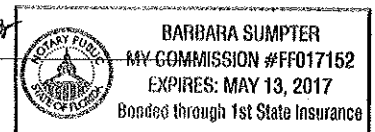
My Commission Expires:

Barbara Sumpter  
Signature -- Notary Public

(SEAL)

Barbara Sumpter  
Printed Name of Notary

FF 017152  
Notary's Commission No.



**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Meeting Date <b>09/03/13</b>	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number <b>FE-1</b>
---------------------------------	--	--	-----------------------------------

**TITLE:**

Continuation of the Cooperative Agreement with The Florida Department of Juvenile Justice (DJJ) and Agreements with DJJ contracted agencies - AMIkids Greater Fort Lauderdale, Inc., PACE Center for Girls, Youth Services International, Inc., for Broward Girls Academy and Youth Services International, Inc., for Broward Youth Treatment Center.

**REQUESTED ACTION:**

Approve the continuation of The Florida Department of Juvenile Justice Cooperative Agreement and Agreements with DJJ contracted agencies - AMIkids Greater Fort Lauderdale, Inc., PACE Center for Girls, Youth Services International, Inc., for Broward Girls Academy, and Youth Services International, Inc., for Broward Youth Treatment Center.

**SUMMARY EXPLANATION AND BACKGROUND:**

Florida Statute 1003.52 requires that educational services be provided to adjudicated, delinquent youth in residential treatment programs, conditional release programs, detention centers, diversion programs, day treatment programs, and intervention/prevention programs. The educational services follow an alternative calendar of 250 days, which includes 10 planning days and 240 student contact days, as required by Florida Statute 1003.01.

Each program is assigned to a District school-based administrator, who manages the educational component. Whiddon Rogers Educational Center provides the educational and administrative services for AMIkids Greater Fort Lauderdale, Inc., Broward Regional Juvenile Detention Center, PACE Center for Girls, and Youth Services International, Inc., which operates Broward Youth Treatment Center. Whispering Pines School provides the educational and administrative services for Youth Services International, Inc., which operates Broward Girls Academy. These programs allow students to continue their education while enrolled in their court ordered programs.

The Agreements are exclusively for The Florida Department of Juvenile Justice contracted agencies.

The Cooperative Agreement and the four contracted Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**

- ☒ •Goal 1: High Quality Instruction
- ☒ •Goal 2: Continuous Improvement
- ☐ •Goal 3: Effective Communication

**FINANCIAL IMPACT:**

There is a financial impact of \$3,156,154.19. The source of these funds is the Florida Education Finance Program (FEFP). There is no additional financial impact to the District.

**EXHIBITS: (List)**

Executive Summary  
 Cooperative Agreement - The Florida Department of Juvenile Justice (DJJ)  
 Contracted Agency Agreements

**BOARD ACTION:**

**APPROVED**

(For Official School Board Records' Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Michaëlle Valbrun-Pope	754-321-2090
Amalio C. Nieves	754-321-2568
Jeffrey Williams	754-321-2568
Name	Phone

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Chief Academics Officer *MVP*  
 Office of Academics

Approved in Open Board Meeting on:

**SEP 3 2013**

By:

*Lucie Red Levine*

School Board Chair

## EXECUTIVE SUMMARY

### Continuation of Cooperative Agreement with the Florida Department of Juvenile Justice

Continuation of the Cooperative Agreement with the Florida Department of Juvenile Justice (DJJ), per Florida Statue 1003.52, to provide educational programs for adjudicated, delinquent youth in residential treatment programs, conditional release programs, detention centers, day treatment programs and intervention/prevention programs, from \_\_\_\_ to June 30, 2014. The educational services follow an alternative calendar of 250 days, which includes 10 planning days and 240-student contact days, as required by Florida Statue 1003.01.

The funding to support the educational program will come from FTE generated dollars supported by the Florida Education Finance Program (FEFP). This educational program services juveniles who are under the supervision of the Department of Juvenile Justice. Florida Statues 1003.27 and 1003.51 support the rationale of this program, which mandate that the Department of Juvenile Justice and local school districts collaborate to provide a free and public education to all youth in juvenile justice settings. Funding for these programs have been allocated to the budget of Whiddon Rogers Education Center for AMI Kids of Greater Fort Lauderdale, Broward Regional Juvenile Detention Center, PACE Center for Girls, and Broward Youth Treatment Center. Funding for Youth Services International, which operates Broward Girls Academy has been placed in the budget of Whispering Pines School. Whiddon Rogers Education Center and Whispering Pines School are responsible for providing the educational and administrative support services.

## **COOPERATIVE AGREEMENT 2013-2014**

**THIS AGREEMENT** is made and entered into as of this 3<sup>rd</sup> day of September, 2013, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE**

(hereinafter referred to as "DJJ"),  
whose principal place of business is  
222 N.W. 22<sup>nd</sup> Avenue, Ft. Lauderdale, FL 33311

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

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

**WHEREAS**, DJJ accepts as clients, children who are residents of the State of Florida and are now enrolled in or who have applied for enrollment in educational programs under the jurisdiction of the SBBC; and

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

**WHEREAS**, DJJ is recognized by SBBC as an approved deliverer of prevention or delinquency services to the youth services enrolled in or remanded to its programs, will utilize Lanier James Education Center, Pine Ridge Educational Center and Cypress Run Education Center as DJJ educational and day treatment sites, and

**WHEREAS**, SBBC agrees to provide access to an educational component as part of DJJ's programs; and

**WHEREAS**, DJJ operates residential and/or nonresidential programs, either directly or through private providers, and to which Broward County students have been assigned; and

**WHEREAS**, the purpose of this Cooperative Agreement is to ensure that in the implementation of applicable provisions of Florida's statutes and rules, the SBBC is the responsible agency and exercises general authority over all educational programs within the district; and

**WHEREAS**, SBBC and DJJ mutually agree to a collaborative effort to plan, implement, and evaluate programs, which meet statutory requirements for students served by DJJ Youth Services sites;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### **ARTICLE 1 - RECITALS**

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

#### **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 4, 2013** and conclude on **June 30, 2014**. The term of this Agreement includes a 250-day school as required by State Law and approved by SBBC. Services will be provided in accordance with approved SBBC calendar (Attachment 1).

2.02 **State Board Rules.** DJJ will abide by all State Board of Education rules and SBBC policies and procedures relating to Youth Services/Dropout Prevention Programs. The SBBC will abide by DJJ policies and procedures regarding Juvenile Delinquency Programs.

2.03 **Enabling Legislation.** This agreement shall be implemented by the parties in compliance with applicable Florida Statutes and Rules including the following:

1000.01 (4) Fla. Stat. Uniform System of Public K-12 Schools  
1003.01 (11)(a)(b), (3)(a)(b) Fla. Stat., Public Education: Definitions: School Year, Juvenile Justice Provider, Exceptional Student, Special Education Services  
1003.51 Fla. Stat. Other Public Educational Services  
1002.20 (12)(a)(b), (13), (14), (15) Fla. Stat. K-12 Student and Parent Rights  
1006.06 Fla. Stat. School Food Service Programs  
1001.452 Fla. Stat. District and School Advisory Councils  
1001.31 Fla. Stat. Scope of District System  
1001.42 Fla. Stat. Powers and Duties of District School Board



1003.53 (1)(a)(b)(c)(d), (2)(a), (3), (4), (5), (6), (7) Fla. Stat. Dropout Prevention and Academic Intervention  
 1003.01 Fla. Stat. Definitions  
 1003.52 (1), (2), (3), (4), (5), (6), (7), (8), (10), (11), (12), (13), (14), (16), (17), (18), (23), Fla. Stat. Educational Services in Department of Juvenile Justice Programs  
 1006.13 (3) Fla. Stat. Policy of Zero Tolerance for Crime and Victimization  
 1006.08 (2) Fla. Stat. District School Superintendent Duties Relating to Student Discipline and School Safety  
 1003.21 Fla. Stat. School Attendance  
 1003.22 (4), (5)(c) Fla. Stat. School-Entry Health Examinations; Immunization Against Communicable Diseases; Exemptions; Duties of Department of Health  
 1008.25 Fla. Stat. Public School Student Progression; Remedial Instruction; Reporting Requirement  
 1013.53 Fla. Stat. Cooperative Development of Educational Facilities in Juvenile Justice Programs  
 1011.61 Fla. Stat. Definitions  
 1011.62 Fla. Stat. Funds for Operation of Schools  
 943.052 Fla. Stat. Disposition Reporting  
 943.0525 Fla. Stat. Criminal Justice Information Systems  
 985.04 (4) Fla. Stat. Oaths; Records; Confidential Information  
 985.046 Fla. Stat. Statewide Information-Sharing System; Interagency Workgroup  
 985.135 (2) Fla. Stat. Juvenile Assessment Centers  
 985.676 Fla. Stat. Community Juvenile Justice Partnership Grants  
 6a-6.05281 Fla. Stat. Educational Programs for Youth in Juvenile Justice Detention, Commitment, or Day Treatment Program  
 1012.32 & 1012.465 Fla. Stat. Background Screening

2.04 **Organization Chart.** The parties mutually agree to provide their designees their organizational chart. The organizational chart shall be maintained with updates reported as they occur. The staff of both agencies are required to know the appropriate communication protocol.

2.05 **Comprehensive Care.** SBBC and DJJ are mutually committed to cooperate in the provision of programs that comprise a comprehensive system of care that meets the educational, health, mental health, and social welfare needs of children and youth served in a DJJ setting.

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

2.07 **Program Coordination.** SBBC shall coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

2.08 **SBBC Designee.** SBBC's designee for purposes of administering this Agreement shall be the Superintendent of Schools who may assign a designated administrator for monitoring

compliance and educational program administration, with whom DJJ is to communicate on all compliance issues related to this Agreement.

2.09 **DJJ Designee.** DJJ designee for purposes of administering this Agreement shall be the Chief Probation Officer who may assign a designated administrator for monitoring compliance, with whom SBBC is to communicate on all compliance issues related to this Agreement.

2.10 **Educational Program Administration.** The responsibility for administration of the instructional program rests with SBBC and will be conducted in accordance with SBBC policies and rules, which include, but may not be limited to, scheduling and staffing patterns. DJJ will provide documentation of previous educational records at the time of enrollment to ensure appropriate educational placement.

2.11 **Educational Funding.** Student enrollment figures will be reported in July, October, February, and June FTE surveys. Projected enrollment is estimated to be 494 students based upon contracts approved for July 1, 2013. Additionally, DJJ agrees to make every effort not to move students five (5) days prior to and during FTE survey weeks. SBBC will provide FTE survey dates (Included in Attachment 1).

2.12 **Information Sharing.** The parties shall work collaboratively to establish measures for the efficient sharing of information in a manner consistent with applicable law and within existing technological limitations. The parties shall jointly plan and provide on-going training in use of each agency's database.

2.13 **Professional Staff Development.** SBBC provides 10 planning/training days and a varying number of release days, which can be used for staff development. Staff development opportunities are offered to meet the goals of the School Improvement Plan as required by State Statute. The SBBC provides a comprehensive in-service calendar year round. This additional training can be accessed by individual teachers and support staff or as a required part of a Professional Development Plan. The goal is to ensure optimum learning opportunity for students.

2.14 **Inter/Intra-Agency Linkages.** SBBC and DJJ agree:

a) To work cooperatively to minimize the difficulties, which may arise, due to the differences in laws, statutes, and administrative rules, policies, and procedures governing each agency;

b) To strive for continuity and coordination of services across the residential, non-residential, educational, and/or social services programs provided by the agencies in DJJ settings; and

c) To work collaboratively with the DJJ on-site program director and the SBBC designee, on the selection of the education staff assigned to DJJ facilities.

2.15 **Interagency Workgroup.** In order to accommodate a coordinated effort relating to program implementation and resource sharing pertaining to improvement of the delivery of educational services programs, the Regional Residential Director, Regional Detention Director,

Circuit 17 Probation Chief, and SBBC shall develop and participate in an interagency workgroup which meets as needed:

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

2.16 **Coordination of Education Programs.** Where feasible, SBBC shall ensure that educational programs in correctional facilities are coordinated with the student's regularly-assigned school, particularly with respect to a student with an Individual Education Plan (IEP) under Part B of the Individuals with Disabilities Education Act (IDEA).

2.17 **Coordination with Regularly-Assigned School.** If a child or youth is identified as being in need of special education services during his/her term at a correctional facility, SBBC shall notify the child or youth's regularly-assigned school of the identified need(s).

2.18 **Certification and Licensure.**

- a) All professionals serving students under this agreement must be appropriately certified by State of Florida law and/or meet applicable local licensure requirements;
- b) SBBC shall provide teachers who have met certification requirements as set forth in Chapter 6A-4 of the State Board of Education rules;
- c) SBBC shall assign teachers to classes in accordance with Florida Course Code Directory and district's SBBC approved dropout prevention program plan;
- d) SBBC shall offer SBBC sponsored staff development opportunities to DJJ staff on a space-available basis. The costs related to said activities, if any, will be the responsibility of the participant's employer; and
- e) All DJJ employees, providers, appointees, or agents who come into contact with students, as part of the educational program must submit to background check in a manner prescribed by SBBC and at their employer's expense.

2.19 **Personnel and Services.**

**For Direct Service, SBBC shall provide:**

- a) An instructional day of no less than 300 minutes of daily instruction or its weekly equivalent. All non-educational activities within the 300-minute instructional day must be approved by the Superintendent's designee prior to occurrence. Lack of approval is considered non-compliance;
- b) An annual educational service contract of 240-student contact days and 10 teacher planning days; (Programs will also participate in the district early release training days.)
- c) Instructional personnel, including teachers, who have met certification requirements as set forth in Chapter 6A-4 of the State Board of Education rules, and paraprofessionals based on average daily attendance rates;
- d) Staff development for teachers in current instructional and behavior management methods;

c) ESE (Exceptional Student Education) services as determined by SBBC to include evaluation, staffing meetings, and if needed, IEP (Individual Education Plan) initiation and monitoring, while maintaining ESE compliance;

f) ESOL (English for Speakers of Other Languages) services to qualifying students, as outlined in the students LEP (Limited English Proficiency) plan;

g) Accommodations to 504 (Section 504 of the Rehabilitation Act of 1973) students, as outlined in the students' 504 Plan;

h) Teachers with appropriate reading certification and/or endorsement to meet the needs of Level 1 and Level 2 middle and high school students, as outlined in the District's K-12 Comprehensive Reading Plan; and

i) A Principal, Assistant Principal, ESE Specialist, ESE Support Facilitator, Guidance Counselor, IMT, Speech Therapist, Technology Specialist, or, DJJ Contract Manager, Director of Accountability, administrative oversight and other services as deemed appropriate or as required by state law.

**The Following District Sites Are Identified As a DJJ Day Treatment Sites: Cypress Run Education Center, Pine Ridge Educational Center and Lanier James Education Center.**

**For SBBC Contracted Providers (AMikids Greater Fort Lauderdale, Inc., PACE Center for Girls, Inc.), such providers shall provide:**

j) An instructional day no less than 300 minutes of daily instruction or its weekly equivalent. All non-educational activities within 300-minute instructional day must be approved by the Superintendent's designee prior to occurrence. Lack of approval is considered non-compliance;

k) An annual educational service contract of 230 day student contact for PACE and 240 contact days for AMikids, plus ten (10) teacher planning days. Programs will also participate in the District's early release training days;

l) Instructional personnel, including classroom teachers and ESE teachers, who have met certification requirements as set forth in Chapter 6A-4 of the State Board of Education rules, and paraprofessionals based on average daily attendance rates;

m) Staff developments for teachers in current instructional and behavior management methods;

n) ESE (Exceptional Student Education) services as determined by SBBC to include Speech Language Services (SLP), IEP (Individual Education Plan) implementation and monitoring, while maintaining ESE compliance. In the event the SBBC provides SLP services to an SBBC contracted provider, the contracted provider will be invoiced for the services and the provider shall submit payment to SBBC for said services;

o) ESOL (English Speakers of Other Languages) services to qualifying students, as outlined in the student's LEP (Limited English Proficiency) plan;

p) Accommodations to 504 (Section 504 of the Rehabilitation Act of 1973) students, as outlined in the student's 504 Plan;

q) Teachers with appropriate reading certification and/or endorsement to meet the needs of Level 1 and Level 2 middle and high school students, as outlined in the District's K-12 Comprehensive Reading Plan; and

r) SBBC shall provide a Principal, Assistant Principal, ESE Specialist, Guidance Counselor, Data Entry Clerk, Technology Specialist, the DJJ Contract Manager, Director of Accountability, and Reading Coach services that assist with the maintaining of Quality Assurance compliance, administrative oversight and other services as deemed appropriate or required by state law.

**2.20 Student Planning.** SBBC shall develop a written IAP (Individual Academic Plan) that is age and grade appropriate for all non-ESE students based on each student's entry assessment, past records, and post-placement goals within 15 school days of student entry into the facility. For ESE students, SBBC shall develop IEP goals and objectives that directly relate to the student's identified academic and/or behavioral deficiencies and needs. SBBC shall document the initiation of ESE services as soon as a student's ESE status is made known, not to exceed 11 school days of student entry. SBBC shall provide instruction and access to career, employability and secondary opportunities. SBBC shall support youth treatment goals established by DJJ and provide feedback on educational and behavioral progress as requested. SBBC's representative shall review student's academic progress toward achieving the content of their goals and objectives in IAP's, IEP's and transition plans. DJJ and SBBC will work collaboratively to schedule treatment team, transition and exit meetings to accommodate and encourage attendance so that all treatment goals are met. At a minimum, SBBC shall participate in treatment team, transition and exit meetings by providing feedback on agreed upon forms.

**2.21 Parental Involvement.** Where feasible, SBBC shall involve parents in efforts to improve the educational achievement of their child or youth and prevent the further involvement of such child or youth in delinquent activities.

**2.22 Student Assessment and Evaluation.** All parties agree:

a) To initiate an assessment process, which is coordinated and avoids duplication services, and ensures that eligible youth are evaluated for the purposes of implementing the most appropriate educational, residential, and/or treatment program available;

b) To define assessment protocols for intake, service implementation, student progression and promotion, and transition planning;

c) To implement recommendations of annual Quality Assurance review of treatment and educational services;

d) DJJ shall secure and provide to SBBC an approved Consent for Educational Program Participation Form for each client to be enrolled in the educational program. This form, reflecting parent/guardian consent, must be signed and dated prior to program enrollment each time a student enters a Dropout Prevention Program. A new form is required each school year;

e) SBBC will annually assess student achievement in mathematics, reading and writing using a District approved assessment to determine the effectiveness of academic initiatives, except at the Broward Regional Juvenile Detention Center where alternative assessments are given;

f) DJJ shall make available a quiet, private room for SBBC sponsored psychological evaluations and Exceptional Student Education (ESE) staffings for and ESE eligible students in the program. DJJ shall make a good faith effort to provide additional staff and space to accommodate FCAT and EOC testing on the annual test dates established by the Florida Department of Education (DOE) and shall ensure that students with special needs, including ESE

and Limited English Proficient Students (LEP), are accommodated according to their individual needs;

g) DJJ shall make every effort not to move students five (5) days prior to and during FCAT testing; and

h) SBBC Contracted Providers:

- 1) Shall inform SBBC of the person or persons in charge of administering assessment.
- 2) Shall use the state or District required assessment tool, and
- 3) Shall appoint a person(s) responsible for securing and administering the Florida Comprehensive Assessment Test (FCAT) the End of Course (EOC). The responsible person(s) shall complete required documentation. The responsible person(s) shall attend all SBBC training sessions for administering the tests.

**2.23 Program Completion.** DJJ shall inform SBBC of a student's program completion date no less than 30 days prior to dismissal to ensure the completion of the educational transition process.

**2.24 Transition.** SBBC shall work collaboratively with DJJ to develop district-wide transition procedures, for students moving into and out of juvenile justice facilities. To achieve this, all parties agree: All students' effective transition, both short and long-term, to the home, community, school and/or work environment must begin at the program in-take and continue throughout the program and/or treatment implementation.

a) SBBC shall enroll students in the school district MIS immediately upon entering the DJJ educational program. In order to achieve this, the students' home school shall withdraw the student without delay upon getting noticed that the student is participating in a DJJ educational program, regardless of FTE survey periods or report card distribution;

b) SBBC shall provide students with a course schedule based on a review of past records (including ESE records), entry assessment, and student progression requirements, including withdrawal forms with grades in progress from the previous school.

c) SBBC shall also support youth treatment goals established by DJJ and provide feedback on educational and behavioral progress as requested;

d) DJJ shall notify SBBC of upcoming student transitions thirty (30) days prior to release;

e) SBBC shall then complete an exit packet for each student, which shall include all necessary educational records;

f) DJJ shall provide SBBC with a daily withdrawal log, weekly updated release dates, and monthly treatment team lists;

g) SBBC shall collaborate with aftercare providers to facilitate a seamless return to the most appropriate educational setting upon notification of youth's release from a DJJ program; and

h) Every effort will be made not to move students out of a DJJ program during FCAT (Florida Comprehensive Assessment Test) testing, except in cases when such a move is mandated by the courts.

**2.25 Provision of Transition Assistance.** Where feasible, SBBC shall provide transition assistance (including coordination of services for the family, counseling, assistance in

accessing drug and alcohol abuse prevention programs, tutoring, and family counseling) to help the child or youth stay in school.

2.26 **Transferring of Student Records.** SBBC shall request and document the receipt of educational records for all youth enrolled in educational programs. At the time of the final exit transition meeting and in accordance with applicable state and federal law, SBBC shall provide all educational documents as mandated to ensure the exit portfolio meets all requirements.

2.27 **Promotion and Graduation Options.** All youth shall be supported to attain promotion as middle and/or high school students. A standard 24-credit diploma is available for all students. Students who are 16 years of age or older and who demonstrate the ability on an official pretest are eligible to take the GED prior to program completion. These students shall be allowed to sit for GED testing without being withdrawn from their DJJ educational placement until such time that a passing score is received from the GED testing office. Likewise, students who meet eligibility criteria for the GED Exit Option Alternative Diploma shall be provided access.

2.28 **Drop Out Re-Entry.** SBBC shall provide support programs that encourage children and youth who have dropped out of school to reenter school once their terms at a correctional facility have been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent.

2.29 **Attendance.** DJJ agrees to comply with SBBC's attendance policy School Board Policy 5.5 as described in the Code of Student Conduct in order to prevent truancy and promote school attendance:

- a) Ensure that student attendance is taken on a daily basis as required by SBBC.
- b) To ensure that non-attendance of youth under their jurisdiction shall be referred to the courts.

2.30 **Immunization.** DJJ agrees to comply with the State of Florida immunization requirements as described in the Code of Student Conduct. Compliance with the current schedule of immunizations is required to be admitted to school or to attend classes. The official document is identified as Form 680. A thirty-day waiver is provided for those students who are remanded by the courts to a program in Broward County but whose records must be requested from another county in the State of Florida or state. Upon receipt of the records, if a student is out of compliance it is the responsibility of DJJ to bring the student into compliance.

2.31 **Access to Student Meals.** DJJ has the option of becoming a sponsor of the National School Lunch and Breakfast program and claiming reimbursement from that program for meals, or purchasing meals from SBBC, or purchasing meals elsewhere.

If DJJ chooses to purchase meals from SBBC, a separate agreement with the Department of Food Nutrition Services will be executed by the parties for such services.

2.32 **Transportation.** Only SBBC approved vehicles may be used to transport students during the school day for school sponsored activities.

2.33 **School Improvement Plan.** A representative of DJJ will serve as a member of the School Advisory Council for the purpose of developing a School Improvement Plan (SIP) for the Department of Juvenile Justice educational services programs. The objective of the School Improvement Plan is to establish measurable goals, which support academic achievement. The SIP shall be reviewed and revised annually.

2.34 **Student Performance.** Student performance will be evaluated annually by SBBC. The School Improvement Plan will identify the measurable outcomes for student performance in reading, writing and math.

2.35 **Fee Collection.** Any fees collected by DJJ will not be collected as a condition of student's enrollment in the educational program.

2.36 **Program Policies.** DJJ is responsible for the following:

- a) Having a staff member within each classroom at all times (excluding day treatment programs) to provide management of student behavior and to ensure safety of students and SBBC personnel. Additionally, DJJ shall adhere to the staff/youth population ratio as established by DJJ;
- b) Provide to SBBC a copy of their behavior management plan at the time of contract approval;
- c) Ensuring that all the program providers submit to SBBC written procedures regarding incidents -- bomb threats, fires and other such incident(s) that could put students in jeopardy of bodily injury and/or cause bodily injury; and
- d) Ensuring that all DJJ program providers submit to SBBC written procedures governing intake, evaluation, dismissal and separation of students.

2.37 **Code of Conduct.** SBBC shall provide the Code of Student Conduct which shall be signed by the parent(s)/guardian and the student as part of the intake process. The Code of Student Conduct shall be enforced and fully support SBBC's effort to provide an optimal learning environment. DJJ agrees to comply with the Board's Policy on expulsion as described in School Board Policy 5006.

2.38 **Technical Assistance.** SBBC agrees to provide technical support in the development and operation of educational services to ensure compliance with Florida Statutes and applicable federal laws, rules and regulations.

2.39 **Educational Practices.** SBBC agrees to disseminate information about, and assist in the development and adoption of, promising educational practices for students in DJJ youth services settings.

2.40 **Achievement Standards.** SBBC shall ensure that educational programs in the correctional facilities are related to assisting students to meet high academic achievement standards.



2.41 **Cooperative Training.** SBBC agrees to provide technical assistance to DJJ in the development, coordination, and review of personnel training needs for staff responsible for providing education-related services to students. DJJ shall provide annually a facility and Behavior Management System (BMS) orientation for SBBC staff. Newly hired staff shall receive facility orientation and beginning teacher program as appropriate.

2.42 **Information Access.** SBBC agrees to share student information, with "Read Only" access to the following AS/400 panels provided:

- A01 -- Student Name Search
- A03 -- Demographics
- A04 -- General Admission
- A05 -- Contact Information
- A06 -- Health Information
- A07 -- Assignment History
- A10 -- Current Schedule
- A12 -- Current Grades
- A13 -- Academic History
- A14 -- Graduation Status
- A15 -- Daily Summary
- A17 -- Absence Detail
- A23 -- Special Programs
- A24 -- Discipline
- L27 -- Student Support Tracking System

2.43 **Sign-on Codes.** SBBC agrees to provide security sign-on codes to designated DJJ personnel for access to information at the Juvenile Assessment Center (JAC). Codes provide access to the information and allow the system to track frequency of access. The security sign-on codes shall be given to those persons necessary in order to accomplish the objectives of this Agreement. The information accessed directly thereby shall not be disseminated to any persons unless such is necessary for the performance of the terms and conditions of this Agreement. DJJ agrees to provide sign-on codes to designated SBBC staff to access the Juvenile Justice Information System (JJIS).

2.44 **Receipt of Confidential Information.** SBBC agrees to designate personnel, via the superintendent, authorized to receive confidential criminal history information.

2.45 **Control of Confidential Information.** SBBC agrees to ensure that information obtained from the criminal history database will be disseminated only to appropriate school personnel and will carry a warning, regarding the reliability, confidentiality and control over additional dissemination. DJJ agrees to ensure that information obtained from the student records database will be disseminated only appropriate DJJ personnel and will carry a warning, regarding the reliability, confidentiality and control over additional information.

2.46 **Employment.** SBBC agrees to attract, retain, and train teachers, principals, and support personnel in support of students at DJJ settings.

2.47 **Educational Staffing Ratio.** SBBC agrees to provide instructional and non-instructional personnel based upon student average daily attendance rates at the specified educational sites.

2.48 **Facility Staffing.** SBBC shall work to ensure that correctional facilities are staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth.

2.49 **Instructional Materials and Supplies.** SBBC shall furnish those teaching materials and supplies necessary to provide the appropriate curriculum and instructional program for the students.

2.50 **Best Practices Information.** DJJ agrees to receive and utilize information regarding best practices for students in DJJ settings as disseminated by Florida Department of Education, Division of Public Schools, Bureau of Student Services and Exceptional Student Education.

2.51 **Change in Status.** DJJ agrees to establish procedures to inform SBBC in a timely manner of new facilities, relocation of programs, or any change in the status at existing program settings, which impacts the number of students served within SBBC's boundaries.

2.52 **Educational Facility.** DJJ agrees to provide an appropriate educational facility as established by the State of Florida, State Requirements for Educational Facilities. The designated area must be conducive to learning, free of background noise from communication devices, and provide filtered access to the Internet for technology into the instructional delivery. SBBC owns (7) portables that are located on the DJJ facility. These portables are utilized for educational purposes. SBBC agrees to maintain the upkeep of these portables for the 2013/14 school year.

2.53 **Case Management Information.** DJJ agrees to share dispositional, placement and case management information with SBBC and law enforcement for the purposes of assessment, placement and enhancement supervision of juveniles referred to DJJ.

2.54 **Notification of Changes.** DJJ agrees to notify the sheriff, law enforcement and the superintendent, or designees, immediately upon learning of the move or other relocation of a juvenile offender into, out of, or within Broward County, who has been adjudicated or has had adjudication withheld for a violent misdemeanor or violent felony.

2.55 **Provision of Care.** DJJ agrees to provide all aspects of student care, including security, housing, feeding, clothing, non-instructional record-keeping, evaluation, discipline, medical services, transportation, counseling and psychological services, and supervision of youth when not in the educational program. DJJ staff will inform SBBC when a student is involved in a serious incident or injured, using the "Florida Department of Juvenile Justice Policies and Procedures." DJJ will provide SBBC training on the site-specific behavior intervention plan at the beginning of the school year and periodic reviews for new and veteran staff. The training

supports the goal of both agencies, to ensure the positive progression of students behaviorally and academically. It is essential that the agencies work as a cohesive team and follow the behavior intervention plan. Each party must recognize the unique role played by its staff and establish guidelines for teambuilding.

2.56 **Telephone Line.** DJJ agrees to provide a dedicated phone line for an SBBC-provided telephone facsimile machine for SBBC use only. SBBC personnel will be afforded unlimited private access to telephone for official school-related business.

2.57 **Internet Access for School Staff.** DJJ agrees to provide a DSL internet connection for the purpose of official school board business that can be accessed by school staff during the school day.

2.58 **Staff Safety and Security.** DJJ shall provide site-based training on procedures for all drills, facility emergencies, fire lockdown, tornado, and evacuation. Evacuations shall be posted in conspicuous locations throughout the facility. In the event of a serious threat or harm to SBBC personnel, the Superintendent's designee, the Administrative Principal, has the authority to suspend educational services for up to ten (10) days to allow for SBBC and DJJ to address and resolve the emergency situation.

2.59 **Health Certificates.** DJJ shall maintain current sanitation and health certificates and submit to annual fire inspections for all buildings used as part of its educational program.

2.60 **Building Maintenance.** DJJ shall maintain buildings used to house students and teachers in a state of good repair and submit to annual SBBC safety inspections. Daily maintenance is the responsibility of DJJ and its' contracted providers to include, but not be limited to; cleaning bathrooms, mopping floors, emptying wastebaskets, and refurbishing sanitary supplies such as soap, toilet paper, and paper towels. SBBC owns (7) portables that are located on the DJJ facility. These portables are utilized for educational purposes. SBBC agrees to maintain the upkeep of these portables for the 2013/14 school year.

2.61 **Damaged Property.** SBBC shall take reasonable safeguards to protect their property. DJJ assumes responsibility for any damage to, or loss of, SBBC property if such damage or loss is due to the neglect or misconduct on behalf of DJJ during normal course of business. DJJ will be billed by the SBBC for repair or replacement costs. DJJ will make such remuneration within thirty days of billing.

2.62 **Supplemental Efforts.** DJJ is encouraged to supplement SBBC's efforts to provide an optimal learning environment. Examples of such can include, but will not be limited to; appropriate leisure time reading materials (i.e. periodicals, newspapers and books), critical thinking games (i.e. chess), and remedial support through mentors, software and project-based activities that support positive student progression.

2.63 **Internet Access for Instructional Support.** DJJ shall provide filtered Internet access in the academic setting as required by State Statute that meets the requirements set forth

in the Child Internet Protection Act. SBBC shall provide technical assistance to support the installation. It is mutually agreed that in order to personalize educational services in a residential setting access to computer assisted, web-based software is crucial.

2.64 **Use of Technology.** To the extent possible, SBBC shall use technology to assist in coordinating educational programs between the correctional facility site and the child's or youth's regularly-assigned school.

2.65 **Mutual Training Opportunities.** SBBC shall offer SBBC-sponsored staff development opportunities to DJJ staff on a space-available basis. DJJ shall offer DJJ-sponsored staff development opportunities to SBBC staff on a space-available basis. The intent is to provide access to select training opportunities that will increase staff skills in working with youth involved with Juvenile Justice or the SBBC. The costs related to said opportunities, if any, shall be the responsibility of the participant's employers.

2.66 **Annual Review.** SBBC and DJJ agree to annually review the allocation of resources in support of the DJJ educational services program.

2.67 **Program Assessment and Evaluation.** SBBC and DJJ shall undergo an annual Quality Assurance Review (QAR). SBBC and DJJ agree to mutually review each other's QAR findings and assist in correcting deficiencies in a timely manner.

2.68 **Law Enforcement Notification.** SBBC agrees to notify the law enforcement agency having jurisdiction when an adult or student commits any of the following offenses on school property, on school sponsored transportation, or at school sponsored activities: homicide, sexual battery; armed robbery; aggravated battery; battery on teacher or other school personnel; kidnapping or abduction; arson; possession, use or sale of any firearm; or possession, use, or sale of any explosive device; as specified in State Board Rule. Additionally, if the offense involves a victim, the school officials shall notify the victim and the victim's parents or legal guardian if the victim is a minor, of the offense and the victim's right to press charges against the offender. School personnel shall cooperate in any investigation or other proceedings leading to the victim's exercise of rights as provided by law.

2.69 **Notification of Offense to SBBC.** DJJ will notify SBBC at or before the time of adjudication, withholding of adjudication, or pleas of guilty or nolo contendere for the following 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 victim's sibling(s) attends school in the same school district or ride the same school bus.

2.70 **No Contact Order.** The parties agree that any contact order entered by the circuit court will be provided to SBBC's Superintendent of Schools or his/her designee to ensure compliance with the order and the requirements of Section 1006.13(6), Florida Statutes.

2.71 **Respecting Confidentially.** Each party to this Agreement agrees to protect the rights of students and clients with respect to records created, maintained, and used by public institutions with the state. It is intended that parents/guardians, students, and clients have the rights of access, rights of challenge, and the rights of privacy with respect to records and reports, and that there will be strict adherence to all applicable laws and regulations pertaining to those rights.

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

2.73 **Disputes:** In the event that a dispute arises under this Agreement, the parties agree to the following dispute resolution measures:

- a) Step 1 is resolution of the dispute among staff at the local agency level; and
- b) Step 2 is resolution of the dispute between the agency heads, i.e., the Superintendent and the Regional Manager for Residential Programs.

2.74 **Coordination of Funds.** SBBC shall coordinate funds received under this subpart with other local, State and Federal funds available to provide services to participating children and youth, such as funds made available under Title I of Public Law 105-220, and vocational and technical education funds.

2.75 **Cooperation with Business.** SBBC shall, where appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship, and mentoring programs for participating children and youth.

2.76 **Confidential Records.** The DJJ acknowledges that certain information about the SBBC's students is contained in records created, maintained or accessed by the DJJ and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related SBBC policies, as amended from time to time, currently available at [www.browardschools.com](http://www.browardschools.com). The confidential information cannot be disclosed unless valid consent is obtained from the SBBC's students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the SBBC's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

DJJ agrees that it may create, receive from or on behalf of the SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). DJJ represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or

required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, DJJ agrees to provide the SBBC with a written summary of the procedures DJJ uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with the DJJ.

**2.77 Inspection of DJJ's Records by SBBC.** DJJ shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All DJJ's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by DJJ or any of DJJ's payees pursuant to this Agreement. DJJ's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. DJJ's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **DJJ's Records Defined.** For the purposes of this Agreement, the term "DJJ's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to DJJ's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to DJJ pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide DJJ reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to DJJ's facilities and to any and all records related to this Agreement, and shall be

provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by DJJ to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any DJJ's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by DJJ in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by DJJ. If the audit discloses billings or charges to which DJJ is not contractually entitled, DJJ shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. DJJ shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by DJJ to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to DJJ pursuant to this Agreement and such excluded costs shall become the liability of DJJ.

(h) Inspector General Audits. DJJ shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.78 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Executive Director, Student Support Initiatives  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

SBBC DJJ Contract Manager  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To DJJ: Sharon Shore, Superintendent  
222 N.W. 22<sup>nd</sup> Avenue  
Ft. Lauderdale, FL 33311

With a Copy to: Regional Residential Director  
Residential Services South Region  
1756 N. Congress Avenue  
Suite 101  
West Palm Beach, Florida 33409

South Regional Detention Director  
Detention Services  
4801 South University Drive  
Suite 3080  
Davie, Florida 33328

Deputy Secretary  
The Florida Department of Juvenile Justice  
2737 Centerview Drive  
Suite 307  
Tallahassee, Florida 32399

2.79 **Background Screening:** DJJ agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of DJJ or its personnel providing any services under the conditions described in the previous sentence. DJJ shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to DJJ and its personnel. The parties agree that the failure of DJJ to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, DJJ agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in DJJ's failure to comply with the requirements of this Section or



with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or DJJ of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.80 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender

expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation

regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

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

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

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **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.

**Section 1425. Program Requirements for Correctional Facilities Receiving Title I, Part D, Funds Under This Section.**

- 1) where feasible, ensure that educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under Part B of the Individuals with Disabilities education Act;
- 2) if the child or youth is identified as in need of special education services while in the correctional facility, notify the local school of the child or youth of such need;
- 3) where feasible, 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;
- 4) provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the correctional facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;
- 5) 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;
- 6) ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
- 7) to the extent possible, use technology to assist in coordinating educational programs between the correctional facility and the community school;
- 8) where feasible, involve parents in the efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;
- 9) coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under title I of Public Law 105-220, and vocational and technical education funds;
- 10) coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
- 11) if appropriate, work with local business to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**FOR THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE**

(Corporate Seal)

ATTEST:

The Florida Department of Juvenile Justice

By Sharon Shore  
Sharon Shore, Superintendent

\_\_\_\_\_, Secretary

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FLORIDA

COUNTY OF BROWARD

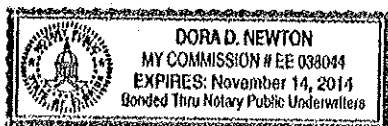
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of July, 2013 by Sharon Shore of Florida Dept. of Juvenile Justice  
Name of Person  
on behalf of the corporation/agency.

Name of Corporation or Agency  
She is personally known to me or produced-  
identification and did/did not first take an oath. \_\_\_\_\_ as  
Type of Identification

My Commission Expires: 11/14/14

Dora D. Newton  
Signature -- Notary Public

(SEAL)



Dora D. Newton  
Printed Name of Notary

EE 038044

Notary's Commission No.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By

*Laurie Rich Levinson*  
Laurie Rich Levinson, Chair

ATTEST:

*Robert W. Runcie*  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*[Signature]* 02/05/13  
Office of the General Counsel

# ATTACHMENT 1

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### 250 Day DJJ Calendar

School Year 2013 - 2014

July, 2013				
0 Work Days School 0				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August, 2013				
15 Work Days School 10				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

September, 2013				
18 Work Days School 18				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October, 2013				
23 Work Days School 21				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November, 2013				
18 Work Days School 18				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

December, 2013				
15 Work Days School 14				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

January, 2014				
18 Work Days School 18				
Mon	Tue	Wed	Thu	Fri
			1	2
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

February, 2014				
19 Work Days School 19				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

March, 2014				
16 Work Days School 15				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

April, 2014				
21 Work Days School 21				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

May, 2014				
21 Work Days School 20				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

June, 2014				
5 Work Days School 4				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

31	July, 2013
31	August, 2013
30	September, 2013
31	October, 2013
30	November, 2013
31	December, 2013
31	January, 2014
29	February, 2014
31	March, 2014
30	April, 2014
31	May, 2014
30	June, 2014

FTE Survey 2 - October 14-18, 2013; Survey 3 - February 10-14, 2014

#### Codes Used on Calendar

- Schools Closed/ Day Off/ Holiday (10 days)
- D.J.J Data Chat Day (School in Session - 4 days)
- Teacher Planning (10 days)
- Early Release (6 days)
- FTE Week (October 14-18, 2013 is also a FCAT rotate window)
- FCAT + EOC Testing Dates
- Hurricane Make-Up Days: 10/24/13, 02/06/14, 3/20/14, 6/05/14