

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

The School Board of Clay County (School Board) and the Department of Juvenile Justice (DJJ) enter into this Agreement effective upon the last signature date. This Agreement applies to programs operated by DJJ and contracted by DJJ to a third party. The parties agree to the following:

**I. Purpose**

The School Board and DJJ are committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of children and youth served in juvenile justice settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these children and youth, it is through a concerted effort of interagency cooperation that a full array of services can be assured.

The Superintendent of Schools and DJJ administrators within the county shall develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for children and youth served in DJJ settings including residential programs, detention centers and youth under any non-residential supervision.

The purpose of this agreement is to ensure that in the implementation of applicable provisions of Florida's statutes and rules, the School Board is the responsible agency and exercises general authority over all education programs within the county.

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

**II. Roles and Responsibilities**

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

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

1. Assign staff to meet regularly to exchange pertinent information regarding agency regulations and policies
2. Conduct joint program needs, assessments, planning, implementation, and evaluation activities as needed.
3. Encourage local staff and parent participation in planning, program development, and staffing.
4. Monitor and effectively implement state legislation concerning the education of students in DJJ settings.

5. Share applicable student/client information consistent with rules and regulations dealing with confidentiality.
6. Share the responsibility of providing technical assistance in the development, implementation, and evaluation of effective programs.
7. Disseminate this agreement to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the agreement.
8. Share the responsibility of addressing needs identified in Quality Improvement (QI) and outcome measure accountability reports for education.

### **Responsibilities of the DJJ**

#### **To implement this agreement, DJJ shall:**

1. Receive and utilize technical assistance from the School Board regarding the development and implementation of any rules/policies developed by DJJ pertaining to the provision of educational programs for students in DJJ or DJJ-supported facilities consistent with state and federal laws, rules, and regulations.
2. Receive and utilize information regarding educational best practices for students in DJJ or DJJ-supported facilities disseminated by the Florida Department of Education, Bureau of Exceptional Education and Student Services.
3. Establish procedures for informing the School Board of projected or new facilities being placed within the School Board's boundaries.
4. Participate and assist in the monitoring and evaluation of programs for students served in DJJ settings to ensure compliance with applicable state and federal laws, rules, and regulations.
5. For each student exiting a DJJ facility develop transition plan, jointly, involving a representative of the Board in planning for the student's next placement. DJJ and the School Board representative shall document the Transition Plan jointly.

### **Responsibilities of the Board**

1. Furnish adequate classroom teachers and teacher assistants at DJJ facilities at which School Board personnel provide direct instruction. Substitute teachers, if available, will be provided when the regular classroom teacher is absent.
2. Implement a year-round program with qualified staff members.
3. Furnish textbooks and classroom teaching supplies to DJJ facilities at which School Board personnel provide direct instruction.

4. Provide a direct line administrator responsible for staff supervision, training, curriculum design, and program implementation at DJJ facilities at which School Board personnel provide direct instruction. This staff administrator will also ensure compliance with Department of Education (DOE) rules and regulations pertaining to alternative education programs.
5. Disseminate information about and assist in the development and adoption of promising educational practices for students in DJJ or DJJ-supported facilities.
6. Coordinate activities for the identification, location, and evaluation of all children served in educational programs in DJJ settings.
7. Provide general supervision of educational services through:
  - a. A review of the procedures documents for providing education programs to determine compliance with provisions of the Agreement and applicable State Board of Education rules.
  - b. Monitoring and evaluating education programs provided by or through DJJ-supported facilities for students to ensure compliance with Florida statutes, applicable federal laws, rules, and regulations.
8. Provide technical assistance to DJJ in the development, coordination, and review of personnel training needs for contracted staff responsible for providing education and related services to students in DJJ or DJJ-supported facilities.

### **III. Administrative Procedures**

#### **Timelines**

This cooperative agreement shall become effective with the signature of the School Board and DJJ and will continue for a period of four (4) years. This agreement will be reviewed annually, and either party may request amendments. Any proposed amendments or modifications shall be submitted in writing by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any amendments shall become effective only if agreed to in writing observing all the formalities of this Agreement. This agreement may be terminated by either party by giving thirty (30) day written notice to the other party of its intent to terminate.

#### **Confidentiality**

Each agency will protect the rights of students and juvenile justice youth with respect to records created, maintained, and used by public institutions within the state. It is the intent of this Agreement to ensure that parents, students, and juvenile justice youth have the rights of access, the rights of challenge, and the rights of privacy with respect to records and reports, and that applicable laws and regulations for these rights shall be strictly adhered to. Necessary student information will be shared between agencies in accordance with Florida Statutes.

#### **Notice Provision**

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

**To the School Board:**

Contact Person:  
Mailing Address  
City, State, Postal Code  
Telephone:  
Email address:

**Charlie Van Zant, Jr., Superintendent**  
900 Walnut Street  
Green Cove Springs, Florida 32043  
(904) 284-6500  
[cevanzant@oneclay.net](mailto:cevanzant@oneclay.net)

**To DJJ:**

**Gwen Steverson, Chief Probation Officer, Circuit 4**  
2055 Reyko Road, Suite 200  
Jacksonville, FL 32207  
(904) 391-3830  
[gwen.steverson@djj.state.fl.us](mailto:gwen.steverson@djj.state.fl.us)

**Indemnification Clause:**

Both parties shall assist in the investigation of injury or damages either for or against either party pertaining to their respective areas of responsibility or activities under this agreement and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

**Authority**

Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this agreement.

Each agency specifies by position the persons who have primary responsibility for implementing and signing the Agreement.

**IV. Allocation of Resources**

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

**DJJ agrees to the following:**

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

**The School Board agrees to the following** at DJJ facilities at which School Board personnel provide direct instruction:

1. To provide a free appropriate public education, including but not limited to academic, career and technical, and special education services as appropriate for all students, consistent with all state and federal rules, regulations, and laws.
2. To purchase and maintain materials, equipment, and supplies used in the students' educational program.

## **V. Educational Evaluation**

### **The DJJ and the School Board agree to:**

1. Develop an integrated assessment process to ensure that all youth, including students with educational exceptionalities and special needs, are evaluated for the purpose of determining the most appropriate educational, residential, and treatment programs.
2. Collaboratively define assessment protocols for intake, service implementation, and transition planning.
3. Collaboratively define and implement evaluations of treatment and educational services.
4. Ensure all student assessments as required by The Florida Department of Education are administered within established timelines.

## **VI. Curriculum and Instruction**

### **The DJJ and the School Board agree to ensure that**

1. The education, treatment, and residential programs are integrated in all programs covered by this Agreement.
2. Educational services follow a defined curriculum appropriate to the student's age and identified needs and are consistent with the DJJ or DJJ-supported facility's length of program services.
3. Instructional delivery methods are appropriate for the target student population.
4. Pre-test and post-test measures for content areas are available and utilized.
5. All youth have an individually prescribed, integrated treatment/education plan.
6. The courses offered are in accordance with the Florida Course Code Directory.
7. GED prep courses and the Performance-Based Exit Option (formerly GED Exit Option Program) are available to the students.
8. Access to the Florida Virtual School and District Virtual School is provided.
9. To provide a 250-day instructional calendar, 20 of which may be used for in-service training and planning. Students will receive a minimum of 25 hours of instruction weekly.

## **VII. Classroom Management and Attendance**

### **DJJ and the School Board agree to ensure the following:**

1. There is a written common discipline plan for the educational and treatment programs agreed to by the Superintendent/Facility Administrator of each facility and the Director of the educational program.
2. Specific procedures for out-of-control students and class attendance are included in each facility's operation manual.
3. No school district employed teachers and instructional personnel working in a DJJ program shall be permitted to intervene in physical altercations.
4. All classes will be conducted with a minimum of one classroom teacher and one DJJ staff member.
5. All students will be required to attend class in accordance with School Board policy.
6. To work cooperatively in scheduling DJJ programs to minimize interference with school attendance.
7. To follow the School Board-provided testing calendar for state tests.
8. To collaborate on the educational calendar, providing school days, in-service days and holidays.

## **VIII. Qualified Instructional Personnel**

### **DJJ and the School Board agree to the following:**

1. Professionals instructing students are Florida certified (or otherwise appropriately qualified), including Florida ESE certification or willingness to -work toward ESE certification, or provide evidence to the School Board that they are eligible for a Florida Teaching Certificate.
2. Instructional staff is assigned to classrooms based upon courses from the Florida Course Code Directory and Personnel Assignment.
3. All instructional staff will be highly qualified. In cases where highly qualified individuals cannot be hired, School Board procedures will be followed for filling positions.

## **IX. Teaching Skills**

### **The DJJ and the School Board agree to the following:**

1. Jointly evaluate needs of instructional personnel to effectively serve juvenile delinquents.
2. Cooperatively develop and provide pre-service, in-service, and creative staff development programs for educational staff as space is available in district professional development.
3. Support continuing education efforts by instructional personnel.

## **X. Transition**

The DJJ and the School Board agree to coordinate the preparation and planning for student movement in and between programs, involving educational and program staff in addition to other appropriate program or agency representatives. Transition is the driving force behind the youth performance contract and educational plan, where emphasis is placed on change as opposed to compliance; therefore, what the student learns at the program is solidified so that he or she can apply it effectively on transition to another setting. The parties shall ensure that the following occur:

1. A specific transition program is in place at the program.
2. A transition plan is developed for each of the students upon admission to the program, is incorporated into the performance contract, and is reviewed on a regular basis.
3. Transition planning involves educational and program staff in addition to designated individuals from outside agencies and/or programs.

## **XI. Student Records**

**To implement this Agreement, the School Board shall:**

1. Maintain grade books including Florida State Standards checklists.
2. Enter grades into computer system at the end of each semester. For youth exiting the program prior to semester end, progress reports shall be completed and forwarded to the receiving school.

## **XII. Interagency Disputes**

In instances of interagency conflict, differences shall be resolved in accordance with the following procedures:

### **Mediation or Conflict Resolution Procedures**

1. Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal, and policy grounds.
2. A written response, which includes proposed solutions to the conflict, shall be provided by staff from the receiving agency within forty-five (45) days of receipt of the notice of conflict.
3. Upon resolution of the conflict, a joint written statement, so indicating, will be developed and disseminated by a representative from each agency.
4. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution.
5. Should further action be required to resolve a conflict, State agency heads shall request an administrative hearing consistent with the procedures in section 120.57(1), F.S., the Administrative Procedures Act. The resolution of the all conflicting issues while this Agreement is in effect will be resolved at the lowest level possible.

### **XIII. Safety and Support**

#### **Responsibilities of the DJJ:**

To implement this agreement, the DJJ shall:

1. Provide a safe and secure environment for all youth and personnel.
2. Investigate all safety violation incidents that arise.
3. Participate and assist in the monitoring and education programs provided by or through DJJ supported facilities to ensure compliance with Florida Statutes, applicable federal and state laws, rules, and regulations. This statement in no way abrogates the Board's responsibility in monitoring educational programs.
4. Implement recommendations made through the evaluation process.

#### **Responsibilities of the School Board**

To implement this Agreement, the School Board shall:

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

### **XIV. Correction of Deficiencies**

The agencies shall agree to the following:

1. Jointly review Quality Improvement Reports and program evaluation reports developed by the Florida Department of Education and/or Florida Department of Juvenile Justice.
2. Jointly determine action steps necessary to implement recommendations in the Report(s).
3. Jointly determine responsibility for each action step to be implemented.
4. Jointly establish timeframes to implement recommendations.

### **XV. No Contact Orders and Zero Tolerance**

DJJ and the School Board agree, pursuant to 1006.13(6), *F.S.* to the following guidelines for ensuring that all children who have been found to have committed one or more of the enumerated felony offenses in Section 784.081(1),(2), or (3), *F.S.*, or has had a no contact order entered by the court are reported and that all steps necessary are taken to protect the victim.

#### **To implement this agreement, the DJJ shall:**

1. DJJ will notify the School Board at the time of adjudication, withholding of adjudication, or plea of guilty or nolo contendere for the following felony offenses: homicide, assault, battery, culpable negligence, kidnapping, false imprisonment, luring or enticing a child, custody offenses, sexual



battery, lewdness and indecent exposure, abuse of children, robbery, robbery by sudden snatching, carjacking, home-invasion-robbery, if the offender and the victim or the victim's sibling(s) attends school in the same school district or ride the same school bus. Notification will be from DJJ to one person or office designated by the School Board.

2. DJJ will notify the School Board when a judge enters a no contact order. Notification will come from the DJJ to the person or office designated by the School Board.
3. DJJ will notify the victim's parents or legal guardian of the right to attend the sentencing or disposition of the offender and the right of the victim to request that the offender be required to attend a different school.
4. DJJ will notify the School Board when a court orders that the offender and the victim and the victim's sibling(s) are allowed to attend the same school. DJJ will send the notification to the person or office designated by the School Board.

**To implement this agreement, the School Board shall:**

1. The School Board agrees to facilitate allowing the offender to attend another school in the district provided the other school is not attended by the victim or sibling of the victim.
2. The School Board agrees to facilitate allowing the offender to attend a school in a different district if the offender is unable to attend a different school in the same district.
3. The School Board agrees that if the offender is unable to attend school in a different school district or is unable to attend a different school within the district, the school district shall take appropriate steps to take any reasonable precaution necessary to keep the offender separated from the victim and victim's siblings in school and on school transportation. The steps include but are not limited to in school suspension of the offender, and the scheduling of classes, lunch, or other school activities of the victim and the offender so as not to coincide.
4. The School Board will work with the parents in order to facilitate the parents paying for transportation if the offenders attend a different school; the School Board will provide this transportation if it exists at no additional cost.

The School Board of Clay County, Florida

\_\_\_\_\_ Date Signed: \_\_\_\_\_  
Carol Y. Studdard, Chairman

\_\_\_\_\_ Date Signed: \_\_\_\_\_  
Charles VanZant Jr., Superintendent

State of Florida / Department of Juvenile Justice

\_\_\_\_\_ Date Signed: \_\_\_\_\_  
Chief Probation Officer, Circuit 4

**ADDENDUM 1  
TO THE  
COOPERATIVE AGREEMENT BETWEEN  
THE SCHOOL BOARD OF CLAY COUNTY AND  
THE DEPARTMENT OF JUVENILE JUSTICE**

In compliance with PL 107-110, Section 1423, the Clay County School Board agrees to meet all the requirements of PL 107-110, Section 1425, as follows:

- (1) where feasible, we will 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, we will notify the local school of the child or youth of such need;
- (3) 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;
- (4) 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 with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;
- (5) 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;
- (6) we will ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
- (7) to the extent possible, we will use technology to assist in coordinating educational programs between the correctional facility and the community school;
- (8) 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;
- (9) we will 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, we will work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.