

**JUVENILE JUSTICE EDUCATION PROGRAM
POST-SECONDARY INSTRUCTION**

MEMORANDUM OF UNDERSTANDING

**Florida Department of Education
AND
«ContractorName»**

I. Purpose

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the State of Florida, Department of Education, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and «ContractorName» at «ContractorContactAddress», «ContractorContactCityStateZip» (hereinafter referred to as the "Provider").

Pursuant to Florida Law, Chapter 2013-40, from the funds in the 2013 Specific Appropriation Line 103 for Juvenile Justice Education Programs, a portion, \$512,000.00, is provided to reimburse educational providers for postsecondary instruction in accredited state colleges in Florida, college preparation instruction and testing, or instruction in career and technical education that leads to industry certification.

Instruction may be provided directly by the juvenile justice education program or online through a virtual education program.

Providers of residential juvenile justice education programs participating in the postsecondary program shall be reimbursed up to \$2,375.00 for instruction to each eligible student.

II. Authority

- A. The Provider represents that it is fully qualified and eligible to receive these funds to provide the services identified herein; and
- B. Both parties shall be governed by applicable State and Federal laws, rules and regulations.

The specific terms and conditions of this Memorandum of Understanding are as follows:

III. Effective Dates

This MOU is made and entered into on the date signed by both parties. The MOU shall be effective from July 1, 2013 to June 30, 2014.

IV. Payment

- A. The Provider shall be reimbursed for the instructional costs up to \$2,375.00 for each eligible student. An eligible student is a student in a residential juvenile justice education program that has already graduated from high school or received a high school equivalency diploma.
- B. The Provider's requests for reimbursement payments will be processed on a first come first served basis until all funds allocated for the postsecondary instruction provision (\$512,000.00) of the 2013 State Appropriation Line 103 for Juvenile Justice Education Programs are expended.
- C. The Provider shall be reimbursed an amount that reflects invoices supported with evidence of enrollment and payment or appropriate documentation as indicated in Section V. B. 9 and V.B.10.
- D. The Department maintains the right to approve and/or decline documentation provided for reimbursement.
- E. The Provider is required to submit all invoices for reimbursement using the invoice procedures located at the following web address:

[to be added]

V. Scope of Work - Postsecondary Instruction

A. Florida Department of Education Responsibilities:

- 1. Designate at least one (1) individual to serve as the program manager for the Juvenile Justice Education Programs. It is the responsibility of the Department program manager to serve as the primary liaison between the Department and the Provider regarding all issues relating to the MOU, including review and prompt processing of invoices. Contact information for the Department liaison is included in Section VIII below.
- 2. Make reasonable efforts to communicate and cooperate with the Provider to resolve all issues relating to this agreement.
- 3. Comply with 2013 State Specific Appropriation Line 103 for Juvenile Justice Post-Secondary Education Programs, not to exceed the allotted \$512,000.00.

B. Provider Responsibilities:

- 1. Designate at least one (1) individual to serve as the program manager for the Juvenile Justice Education Programs. It is the responsibility of the Provider's program manager to serve as the primary liaison between the Provider and

Department regarding all issues relating to the MOU, including timely and accurate submission of invoices for payment. Contact information for the Provider's liaison is included in Section VIII below.

2. The execution of this MOU Agreement authorizes the Provider to provide the Department with the required eligible student record data and applicable documentation for each reimbursement requested. The Provider will follow all required security policies and procedures to protect student data pursuant to Section VI of this MOU.
3. The Provider recognizes that reimbursement rate per student cannot exceed the amount stated in 2013 State Specific Appropriation Line 103 for Juvenile Justice Education Post-Secondary Education Programs, which is \$2,375.00 for each eligible student.
4. The Provider will submit to the Department an invoice requesting reimbursement for funds used exclusively to support eligible students in postsecondary instruction in accredited state colleges in Florida, college preparation instruction and testing, or instruction in career and technical education that leads to industry certification. The Provider may provide this instruction directly by the juvenile justice education program or online through a virtual education program.
5. The Provider will document student eligibility by providing documentation that indicates the individual has already graduated high school or received a high school equivalency diploma, prior to enrollment in postsecondary instruction.
6. Documentation (such as paid course registration and/or instructional materials) must be provided by the Provider to validate students enrolled in one of the following:
 - a. postsecondary instruction in accredited state colleges in Florida,
 - b. college preparation instruction and testing, or
 - c. instruction in career and technical education that leads to industry certification,

In areas b) or c) listed above, the postsecondary instruction may be provided directly by the juvenile justice education program. In the three (3) areas listed above, the postsecondary instruction may be provided online through a virtual education program.
7. Funds may be used to reimburse costs associated with providing modifications and accommodations for Students with Disabilities.
8. Instruction provided directly by the juvenile justice education program, must use established postsecondary Career and Technical Education (CTE) courses and programs maintained by the Department. For a listing of the approved programs

please visit the Division of Career and Adult Education's Curriculum Frameworks website: <http://www.fldoe.org/workforce/dwdframe/>.

9. Instruction that leads to industry certification shall include programs that include training toward the attainment of industry certifications on the 2013-14 Industry Certification Funding List or the 2013-14 Comprehensive Industry Certification List. These lists may be found at <http://www.fldoe.org/workforce/fcpea/default.asp>. Also included are examinations that are part of the pathway to the final certification, and pre-apprenticeship programs. The Provider will document which industry certifications are part of the postsecondary instructional program in the application for reimbursement.
10. For instruction provided directly by the juvenile justice program, either for postsecondary instruction or college placement testing, the Provider must document the monthly expenditures for instruction based on the pro-rated share of expenses for eligible students. An example is provided below showing the appropriate calculated amount for the invoice.
 - First calculation: The total cost of instruction is divided by the total number of students in the class. This yields a cost per student.
 - Second calculation: The cost per student is multiplied by the number of eligible students to yield the invoice amount.

VI. Security and Confidentiality

The Provider and the Department shall comply fully with all security procedures of the United States, State of Florida and the Department of Education in performance of the MOU. The Provider, its agents, subcontractors, officers or employees will not use or disclose any information concerning recipients of services under or incident to this MOU for any purpose not in conformity with state regulations and federal law or regulations and other applicable laws, except upon written consent of the recipient, or the responsible parent or guardian when authorized by law. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, subcontractors, officers or employees in the course of performing work under or incident to this MOU. The Provider shall not be required to keep confidential, information or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Provider shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the MOU.

VII. Audits

The Provider shall be responsible for responding to applicable audit inquiries and/or audit findings identifying receipts or expenditures by the Provider of any funds transferred pursuant to this Agreement. The Provider shall be responsible for any repayments of funds appropriated due to disallowance and any penalties assessed.

VIII. Agreement Management

The parties have identified the following individuals as MOU Managers. These individuals are responsible for enforcing performance of the MOU terms and conditions and shall serve as liaison/contact regarding issues arising out of this Agreement. Any changes to an MOU manager will be made using a Letter of Minor Modification.

DEPARTMENT OF EDUCATION

Name: «DOE_Contract_Manager»

Title: «DOE_Contract_Manager_Title»

Program Office:

Address: Division of Career and Adult Education

Address: 325 West Gaines Street

Address: Tallahassee, Florida 32399-0400

Phone: «DOE_Contract_Manager_Phone»

E-mail: «DOE_Contract_Manager_Email»

PROVIDER

Name: «ContractorContactName»

Title: «ContractorContactTitle»

Address: «ContractorContactAddress»

Address: «ContractorContactCityStateZip»

Phone: «ContractorContactPhone»

E-mail: «ContractorContactEmail»

IX. Modification

Unless otherwise stated herein, modifications to the provisions of this MOU, with the exception of Section VIII., Agreement Management, shall be valid only through execution of a formal written amendment.

X. Disputes

Any dispute concerning performance of the terms of this MOU shall be resolved informally by the MOU Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Commissioner or his/her designee. The Commissioner or his/her designee shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties.

XI. Choice of Law

This Memorandum of Understanding will be interpreted under the laws of Florida and any dispute not resolved above can only be enforced in the appropriate forum in Tallahassee, Florida.

XII. Standard Terms and Conditions

A. Pursuant to Section 287.058(1), Florida Statutes (s. 287.058, F.S.):

1. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
2. Travel expenses will not be reimbursed.
3. The Department may unilaterally cancel this Agreement if the Provider refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Agreement that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
4. The invoice and documentation specified in the Agreement must be received and accepted in writing by the Department's MOU Program Manager before the Provider is entitled to payment.
5. To complete this Agreement, all services must be performed and/or goods received on or before June 30, 2014. The final invoice for reimbursement must be submitted to the Department by August 1, 2014.
6. This Agreement is not renewable.
7. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.

B. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

- C. The employment of unauthorized aliens by any Provider is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to Executive Order 11-116, the Provider will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of (a) all persons employed during the Contract term by the Provider to perform employment duties within Florida; and, (b) all persons (including sub-Providers) assigned by the Provider to perform work pursuant to this Agreement.
- D. Termination Based on Breach: The Department may terminate the Agreement if the Provider fails to 1) deliver the product within the time specified in the Agreement or any extension, 2) maintain adequate progress, thus endangering performance of the Agreement, 3) honor any term of the Agreement, or 4) abide by any statutory, regulatory, or licensing requirement. The Provider shall continue work on any work not terminated. If, after termination, it is determined that the Provider was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Agreement.
- E. Termination Based on Convenience: The Department, by written notice to the Provider, may terminate the Agreement in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Provider shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Provider shall not be entitled to recover any cancellation charges or lost profits.
- F. Access to Records: The Provider shall grant access to all records pertaining to the Agreement to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.
- G. Retention:
1. Record copies will be retained five (5) fiscal years after completion or termination of the contract/lease/agreement, provided applicable audits have been released.
 2. Duplicate copies will be retained until obsolete, superseded, or administrative value is lost.

(Remainder of page is blank)

IN WITNESS HEREOF, the parties have caused this Memorandum of Understanding to be executed by and between them:

**STATE OF FLORIDA
DEPARTMENT OF EDUCATION**

By: _____

Printed Name: Pam Stewart

Title: Commissioner

Date: _____

**Approval by Department's Office of General Counsel
as to form and legality:**

By: _____

Printed Name: _____

Title: _____

Date: _____

PROVIDER NAME

By: _____

Printed Name: _____

Title: _____

Date: _____