

2009-2010 EDUCATIONAL SERVICE CONTRACT
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
AND
OUTWARD BOUND DISCOVERY

The School Board of Brevard County, hereinafter referred to as the “**Board**” and Outward Bound Discovery, 3558 Sunset Ave., Scottsmeer, FL, 32775, hereinafter referred to as “**Outward Bound**” enter into this agreement. The parties agree to the following:

1. PURPOSE

The School Board of Brevard County and Outward Bound are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, education, 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 only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The Superintendent of the “Board” and the Administrator of “Outward Bound” hereby pledge to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for children and youth served in “Outward Bound” setting.

The purpose of the Agreement is to ensure that in the implementation of applicable provisions of Florida’s statutes and rules, the “Board” is the responsible agency and exercises general authority over all education programs within the county.

This Agreement also ensures that the “Board” and “Outward Bound” shall cooperatively plan for the provision of quality educational and social services to all children and youth who are eligible and in need of such services at this site.

“Outward Bound” and the “Board” agree that stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

To accomplish this purpose, the agencies shall mutually agree to the following:

1. Assign staff that communicate regularly to exchange pertinent educational information regarding agency regulations and policies.
2. Conduct joint facility needs assessments, planning, implementation, and evaluation activities as they relate to education.
3. Encourage local staff and parent participation in educational planning, program development, and staffing.
4. Monitor and effectively implement state legislation concerning the education of students in juvenile justice settings.
5. Share applicable client/student information consistent with the rules and regulations dealing with confidentiality.

6. Share the responsibility of providing technical assistance in the development, implementation and evaluation of effective educational programs.
7. Provide input into the evaluation and hiring of educational staff, within guidelines established by each agency.

2. ADMINISTRATIVE PROCEDURES

Timelines

This Cooperative Agreement shall become effective July 1, 2009 and will continue through June 30, 2010 unless responsible individuals notify the others in writing the Cooperative Agreement will be revised or terminated. Any proposed revisions or termination shall be submitted by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any revisions must be agreed to by each agency head or the duly authorized representatives of both parties.

Confidentiality

Each agency will protect the rights of students and clients with respect to records created, maintained, and used by public institutions within the state. It is the intent of the Agreement to ensure that parents, students, and clients 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 among the agencies as outlined in F.S.1002.22.

Agency Representatives

Each agency specifies by position the persons who have primary responsibility for implementing and signing the Agreement. "Outward Bound" and School Board Administrator are mutually responsible for implementation of this agreement.

Hold Harmless

"Outward Bound" agrees to indemnify, save harmless and defend, the "Board", its officers, agents, and employees from and against any and all claims, liability, losses, causes of action, cost or expense of whatever kind or nature, acts of negligence attributable to "Outward Bound" personnel (including, but not limited to, attorney's fees) which may arise out of activities and operations of the program by "Outward Bound" or its officers, agents or employees in connection with the performance of this Agreement.

3. ALLOCATIONS OF RESOURCES

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

"Outward Bound" agrees to the following:

1. To maintain responsibility and make final decisions relative to student care, to include security, housing, feeding, clothing, non-instructional and instructional record keeping, evaluation, discipline, medical services and supervision of youth throughout the day.
2. To provide facilities, including utilities and maintenance, to house the educational program.
3. To provide space for educational components such as ESE/ESOL staffing or Board sponsored psychological evaluations if required during students enrollment in "Outward Bound"

4. To make available phone, fax line and copy machine for Board personnel while at "Outward Bound".
5. To provide reasonable protection of any Board property assigned to the facility.
6. To provide a free appropriate public education for up to 15 students, 12-18 years of age, consistent with all state and federal rules, regulations, and laws, including but not limited to academic, vocational, special education, related services, ESOL and accommodations for students identified with a 504 Plan.
7. To collect all data and forms required to meet the established Department of Education guidelines for generating Juvenile Justice FTE funding.
8. To purchase and maintain materials, equipment, and supplies used in the students' education program.
9. Furnish an adequate number of certified education staff.
10. Provide students with three hundred minutes a day or its weekly equivalent, of instruction following the "Board" adopted 250 day DJJ school calendar for 2009-2010. Courses will not be offered during FCAT administration window.
11. Furnish textbooks and classroom teaching supplies.
12. Provide a direct line administrator responsible for educational supervision, evaluation, training, and curriculum design and program implementation. This staff administrator will also ensure compliance with Department of Education (DOE) rules and regulations pertaining to alternative education programs.
13. Submit invoices after each of the four FTE survey periods are calculated. (November 1, March 1, July 1 and August 1)
14. State funds that may be lost to the "Board" due to changes in the Florida Education Finance Program (FEFP) or budget shortages will be deducted on a prorated basis from payments due "Outward Bound".
15. Any state funds (FTE) that may be lost to the "Board" due to "Outward Bound's" noncompliance with the provisions of this agreement will be deducted on a prorated basis from payments due "Outward Bound".
16. Submit financial accounting to the Board related to earnings and expenditures for the educational component.
17. Maintain financial records related to the educational component for 5 years.

The "Board" agrees to the following:

1. Provide a direct line administrator responsible for assisting educational supervision, evaluation, training and curriculum design and program implementation. This staff administrator will also ensure compliance with Department of Education (DOE) rules and regulations pertaining to alternative education programs.
2. Assist "Outward Bound" in collecting data and forms required to meet the established Department of Education guidelines for generating FTE funding.
3. Make available ESE staff, to be determined by need, to review and assist in the development of Individual Education Plans and reevaluate students for Exceptional Education services.

4. Reimburse "Outward Bound" based on 95% of the established 2009-2010 FEFP generated funds.

4. EDUCATIONAL EVALUATION

"Outward Bound" agrees to the following:

1. Develop and integrate an 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. Define assessment protocols for intake, service implementation, and transition planning.
3. Define and implement evaluations of treatment and educational services.
4. Receive technical assistance from the "Board" regarding the development and implementation of any rules/policies developed by the Department of Juvenile Justice, pertaining to the provision of educational programs for students at "Outward Bound" consistent with state and federal laws, rules and regulations.
5. Receive and utilize information regarding educational best practices for students in programs similar to "Outward Bound" disseminated by the Florida Department of Education, Division of Public Schools and Community Education, Bureau of Instructional Support and Community Services.
6. Participate and assist in the monitoring and evaluation of programs for students served at "Outward Bound" to ensure compliance with applicable state and federal laws, rules and regulations.
7. Provide registration information of students attending each session within three days of session start date.
8. Request student records from current school prior to session start. The records shall include immunizations, transcripts and current course schedule.

The "Board" agrees to:

1. To provide technical assistance in the development and implementation of any rules/policies developed by Department of Juvenile Justice pertaining to the provision of educational programs.
2. To provide general consultation of educational services through:
 - a. Review of the procedures for providing educational programs to determine compliance with provisions of this agreement and applicable State Board of Education rules.
 - b. Monitor and evaluate educational programs for students to ensure compliance with Florida statutes, applicable federal and state laws, rules and regulations
3. To disseminate information about and assist in the development and adoption of promising educational practices for students in "Outward Bound".
4. To provide technical assistance to "Outward Bound" in the development, coordination and review of personnel training needs for staff responsible for providing education and related services to students in "Outward Bound".
5. Evaluate student transcripts, if provided, to assign appropriate course registration.

5. CURRICULUM AND INSTRUCTION

“Outward Bound” and “Board” mutually agree to ensure the following:

1. The education, treatment, and residential programs are integrated.
2. Educational services follow a defined curriculum appropriate to the student’s age and cultural background.
3. Instructional delivery methods are appropriate for the target population.
4. All youth have an individually prescribed, integrated treatment/education plan.
5. Educational services will be provided year round, following the Board adopted 250 day DJJ calendar.
6. Course offerings are adopted by “Board” and earn credits towards high school diploma. High School students may earn .5 credits for 67.5 hours of instruction in Peer Counseling or Life Management Skills. Students must master the course requirements to receive credit or a passing grade.

6. CLASSROOM MANAGEMENT AND ATTENDANCE

“Outward Bound” and “Board” mutually agree to ensure the following:

1. There is a written common discipline plan for the educational and treatment programs agreed to by the Administrator of the facility and the Administrator of the education program.
2. Specific procedures for out-of-control students and class attendance are included in the facility’s operational manual, in collaboration with the Board’s attendance and suspension policy.
3. Attendance will be submitted to Board administrator at the end of each course.
4. Provide notification of students’ removal from a session within one day of exit.

7. QUALIFIED INSTRUCTIONAL PERSONNEL

“Outward Bound” and “Board” mutually agree to the following:

1. Professionals serving students are appropriately qualified.
2. Teachers are certified or have applied for eligibility for certification with the Florida Department of Education. Copies of certificates provided to “Board” Administrator within five days of employment.
3. Non certified teachers will be approved by the “Board.”
4. All employees of the Board and “Outward Bound” will follow the general rules, regulations and procedures of each agency.
5. “Outward Bound” staff will be made aware of and may attend “Board” offered inservices.
6. New “Outward Bound” teachers may participate in Professional Orientation Program.
7. “Outward Bound” teachers will have access to Board’s ESOL training.

8. TEACHING SKILLS

The “Outward Bound” and “Board” mutually agree to the following:

1. Jointly evaluate needs of instructional personnel to effectively serve targeted students.
2. Cooperatively develop and provide preservice, inservice, and creative staff development programs.
3. Support continuing education efforts by instructional personnel.

9. TRANSITION

“Outward Bound” and “Board” agree to coordinate the preparation and planning for student movement to and from the “Outward Bound” program.

1. A specific transition program is in place at the facility which includes timelines and processes for transferring students and educational records.
2. A transition plan is developed by “Outward Bound” staff for each of the clients/ students on admission to the program, is incorporated into the students plan, and is reviewed with student prior to course completion.
3. Transition planning involves educational, facility, and after-care staff in addition to designated individuals from outside agencies and/or programs.

10. STUDENT RECORDS

“Outward Bound” agrees to the following:

1. Maintain grade/planning books including Sunshine State Standards checklists.
2. Maintain attendance records to be submitted at the completion of each course.
3. Assign courses, grades and credits to students according to Board adopted Pupil Progression Plan, Course Code Directory and previous transcripts. Grades to be submitted at the completion of each course.
4. Submit entry/exit information to “Board” Administrator upon entry/exit of students.
5. Prepare discharge packets to be forwarded to next educational placement.

The “Board” agrees to the following:

1. Enter courses, grades and credits earned into TERMS system upon receipt of student entry/exit information.
2. Issue student transcript to “Outward Bound” upon completion of course.
3. Transmit student records using FASTER.

11. 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 communique, 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. Upon resolution of the conflict, a joint communique, so indicating, will be developed and disseminated by each agency head.
6. Should further action be required, a report from both agencies will be submitted to the State agency heads for a resolution.
7. A written response, which includes proposed solutions to the conflict, shall be provided by the head of the receiving state agency within forty-five (45) days of receipt of the notice of conflict.
8. Upon resolution of the conflict, a joint communique, so indicating, will be developed and disseminated by a representative from each agency.

12. SAFETY AND SUPPORT

“Outward Bound” agrees to the following:

1. Provide a safe and secure environment for all youth and personnel including maintaining sanitation and required health certificates.
2. Control of student behavior in the educational program.
3. Investigate all safety violation incidents that arise.
4. Recognize Board policy pertaining to HIV infection or AIDS that pertain to students and Board employees.
5. Recognize the County Health Department’s regulations regarding the rights of Board employees to be informed of any contagious or chronic disease that a youth in the center may have acquired.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed in their behalf by their duly authorized representatives, so authorized the day and year herein after shown.

ATTEST:

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

Dr. Richard A. DiPatri, Superintendent

School Board Chairman

This _____ day of _____ 2009

ATTEST:

Witness

Administrator for Outward Bound

This _____ day of _____ 2009

**Prepared by: Sue Carver
Principal, Alternative Sites
March 1, 2009**