

**2009-2010 CONTRACT FOR EDUCATIONAL SERVICES  
BETWEEN  
THE BREVARD COUNTY, FLORIDA SCHOOL BOARD  
AND  
SPACE COAST MARINE INSTITUTE**

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "BOARD",

And Space Coast Marine Institute, hereinafter referred to as the "AGENCY" enter into this annual contractual agreement.

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

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

WHEREAS, the AGENCY accepts, as clients, children who are residents of the STATE OF FLORIDA and who are now enrolled in educational programs under the jurisdiction of the BOARD; and

WHEREAS, the AGENCY is designated by the BOARD as an approved deliverer of educational services to the youth services clients enrolled in or remanded to its programs; and

WHEREAS, the AGENCY operates the Space Coast Marine Institute education program.

NOW, THEREFORE, in consideration of the mutual covenants embodied herein, and other valuable consideration, the parties to this contract mutually agree as follows:

**I. TERMS OF THE AGREEMENT**

1. TERM – This Agreement shall be in effect from July 1, 2009, or the date of Board approval, whichever is later, and continue through June 30, 2010. The term of this Agreement is based on a 250-day school term as required by State Statute and as approved by the BOARD in accordance with the BOARD approved calendar.
2. DISPUTE RESOLUTION
  - a. In the event that an audit is performed on the AGENCY's educational program and it is determined by the Auditor General and/or Department of Education that the program is not in compliance, the AGENCY agrees that upon final decision disallowing FTE award, the AGENCY shall be responsible for its full portion of the disallowed FTE provided such failure is not attributable to the action or inaction of the BOARD. The AGENCY agrees to comply with the programmatic elements necessary to receive FTEs and any disallowance shall be the liability of the AGENCY. The BOARD shall be responsible for that portion of the FTE allocation kept for administrative purposes.
  - b. In the event of a dispute as to matters in this contract, both the BOARD and the AGENCY agree such dispute shall be resolved by informal or formal procedures consistent with Florida Statutes. The parties agree that prior to any such action, they will submit the matter for mediation by the Department of Education.
3. NOTICE PROVISION – When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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. For the present, the parties designate the following as the respective places for giving notice:

To the School Board  
Superintendent  
School Board of Brevard County  
2700 Judge Fran Jamieson Way  
Viera, FL 32940

With a Copy to:  
Sue Carver, Principal  
Alternative Sites  
20 S. Wickham, 2<sup>nd</sup> Floor  
Melbourne, FL 32904

Agency:  
Wendall Watson  
Space Coast Marine Institute  
1000 Inspiration Lane  
Melbourne, FL 32934

4. INDEMNIFICATION CLAUSE – Each party assumes the responsibility for the negligence of its own respective employees, appointees or agents, while acting in the scope of their employment, and each party will defend its own respective employees, appointees or agents in the event of any claim for damages or lawsuits for any remedy. Nothing herein shall be construed as a waiver of the BOARD'S or the AGENCY'S sovereign immunity.
5. 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.
6. NON-DISCRIMINATION – The parties shall not discriminate against any employee or participant in this program because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
7. AMENDMENT – This Agreement may be modified or amended only by mutual written consent of the parties hereto.
8. TERMINATION – Either party reserves the right to terminate this Agreement, for any reason, upon notifying the other party by United States Postal Service certified mail, return receipt requested. Termination of the Agreement shall be effective sixty (60) calendar days from the date notice was received.

## **II. STUDENT ELIGIBILITY**

1. EDUCATIONAL SERVICES – The AGENCY'S curriculum shall be challenging, provoke critical thinking, and incorporate survival skills, goal setting, and the achievement of socially acceptable behavioral patterns. Instruction shall facilitate learning and build self-esteem by incorporating a variety of modalities.
2. ESE SERVICES – The AGENCY agrees to provide students ESE services in accordance with their IEPs (Individual Education Plans) and provide certified ESE teachers to deliver these services.
3. 504 SERVICES – The AGENCY agrees to comply fully with Section 504 of the Rehabilitation Act of 1973. Students will be provided appropriate accommodations according to their current 504 Plan.

4. LEP SERVICES – The AGENCY agrees to provide LEP students' instruction by ESOL certified teachers in accordance with their current LEP plan.
5. GED ACCESS – The AGENCY agrees to notify students who have filed an intent to terminate school enrollment of the option of enrolling in a program to attain a GED.
6. EDUCATIONAL PERSONNEL –
 

BOARD -	(1)	Contract Manager ESE Technical assistance Data Entry Clerk
AGENCY -	(1) (1) (1)	Education Director Quality Assurance/Contract Manager ESE/Transition Coordinators Teachers (approximate 1/15 ratio) Substitute Teacher/s (as needed)

**III. STUDENT RECORDS**

1. REQUEST FOR RECORDS – Within 5 days of entry of a student the AGENCY's appointed staff will request the educational records (including ESE information) from all previous schools of attendance.
2. REQUIRED CONTENT – The educational records shall include, but not be limited to, academic assessments, psychosocial profiles, grade reports, attendance data, current IEP, and cumulative records.
3. MIS ENROLLMENT – The AGENCY's staff will provide the appropriate student enrollment data to Board.
4. STORAGE OF RECORDS – The AGENCY shall maintain individual records in a form prescribed by the BOARD for each student. Records should be stored at the site for a period of three years. At the end of the three-year period said records shall be transferred to the District.
5. SHARING OF RECORDS – The BOARD shall make available, upon request of the AGENCY, records in its possession for AGENCY clients.
6. CREDITS AND GRADES – Upon the student's withdrawal from the program the AGENCY will award credits and grades earned and will issue a final cumulative transcript.
7. PRIVACY CLAUSE – The AGENCY shall comply fully with laws, policies, and rules guaranteeing the confidentiality of student educational records and access thereto.
8. TRANSFER OF RECORDS – The AGENCY shall make the student's permanent record card and current transcript part of the exit transition package.

#### **IV. STUDENT ASSESSMENT**

1. ASSESSMENT INSTRUMENTS
  - a. Academic – Use of the Basic Achievement Skills Inventory (BASI) as the adopted statewide DJJ common student assessment.
  - b. Vocational – Choices or other vocational assessment proposed by the AGENCY and approved by the BOARD.
2. ASSESSMENT ADMINISTRATION – The AGENCY shall inform the BOARD of the person or persons in charge of administering assessments.
3. TIMEFRAMES - The AGENCY will administer pre-tests within 10 days of entry into the program and within the 10 day period prior to the student exiting the program.
4. ACADEMIC PLACEMENT AND PLANNING – The AGENCY shall conduct an academic assessment of each student upon intake. The results of this assessment combined with the student's previous class schedule, school records, and educational goals shall determine the instructional strategies employed while the student is enrolled in the AGENCY's educational program. All courses offered must lead toward a standard high school diploma or ESE special diploma. For special education students, the ESE teacher, or regular teacher in consultation with the ESE teacher, shall modify the curriculum as stated on the IEP.
5. STATE ASSESSMENTS – The AGENCY shall appoint a person or persons responsible for administering the FCAT. The responsible party/s shall attend all BOARD training sessions for administering the tests. The GED test will be administered at the BOARD's official testing site after all prerequisites have been met.
6. INTAKE PROCEDURES – The AGENCY shall provide the BOARD with its written procedures governing intake, evaluation, dismissal, and separation of students.

#### **V. INDIVIDUAL ACADEMIC PLANS**

1. REQUIREMENTS – The AGENCY will prepare an Individual Academic Plan (IAP) for all non-ESE students on a BOARD approved IAP form.
2. PERSONS RESPONSIBLE – The Education Coordinator, Transition Specialist and the Instructional staff are responsible for preparing IAP for non-ESE students.
3. TIMEFRAME – The AGENCY will prepare the entering non-ESE student's IAP within 15 days of student entry, excluding weekends and holiday.
4. IAP DEVELOPMENT – After the student's entry assessment and a review of the student's school records, the Education Coordinator or designee, with the assistance of the instructional staff, will create the Individual Academic Plan to provide specific instruction meeting the student's individual need based on entry assessment, past records, post placement goals for academic and career areas.
5. IAP UTILIZATION – The AGENCY will use the IAP for a minimum of the following:
  - a. to plan specific individual and measureable long-term goals and short-term instructional and vocational/technical objectives
  - b. to plan remedial strategies and/or tutorial instruction
  - c. to plan evaluation procedures

- d. to plan a schedule for determining progress toward meeting the goals and instructional and vocational/technical objectives
- 6. Individual Education Plans may serve as the IAP if all required IAP components are addressed in the IEP. In addition, progress toward meeting IEP goals shall be reported to parents as often as progress reports are sent home to all students.
- 7. Review of IAP – IAP review will occur during treatment team meetings or other formal meeting by an educational representative to determine progress toward achieving goals and objectives and revising the IAP when needed.

Academic Improvement Plans, Individual Education Plans (IEPs), 504 Plans, and/or individual plans for LEP students may incorporate the requirements of the Individual Academic Plan.

## **VI. TRANSITION SERVICES**

- 1. TRANSITION PLANNING – The AGENCY will be responsible for the development of the student’s Transition Plan, which begins upon entry and is completed prior to the student’s exit.
- 2. Students will be advised with regard to abilities and aptitudes, educational adjustments, diploma options, major/minor areas of interest and post secondary opportunities, and communicating to student their education status and progress.
- 3. TRANSITION PLAN REQUIREMENTS – The Transition Plan must include a minimum of the following.
  - a. desired diploma options
  - b. anticipated next education placement
  - c. post release education plan
  - d. aftercare provider
  - e. job/career training plan
  - f. parties responsible for implementing the plan
- 4. CONTENT OF THE EXIT PORTFOLIO – The student Exit Portfolio should contain, but not limited to, the following:
  - a. copy of the student’s exit/transition plan
  - b. current permanent record card generated for the BOARD’s MIS, which reflects the total number of credits students have received toward high school graduation including those credits earned prior to commitment
  - c. current course schedule and grades when semester has not been completed and half or whole credits have not been awarded
  - d. current IEP, 504 Plan, or Individual Academic Plan
  - e. pre and post assessment information
  - f. State and district wide assessment information
  - g. length of participation in the program
  - h. copies of any diplomas or educational certificates awarded from the district and/or the commitment program
  - i. examples of student work (e.g. writing samples, photos of completed vocational projects, and art work)
- 5. ACCESS TO DJJ FILES – The AGENCY and the BOARD shall have access to DJJ commitment files for the purpose of planning the exit/transition plan for the student.
- 6. RESPONSIBILITY – The AGENCY shall provide the BOARD with the name/s of those individuals in charge of exit/transition plans.

## **VII. INSTRUCTION PROGRAM AND ACADEMIC EXPECTATIONS**

1. DAYS OF INSTRUCTION – The AGENCY will provide the BOARD with a 250 day instructional calendar, 10 of which may be used for Inservice training and planning.
2. ACADEMIC CURRICULAR OFFERINGS – The AGENCY shall provide the BOARD (for BOARD approval) with the list of course codes for the courses they intend to offer.
3. VOCATIONAL AND CAREER AWARENESS – The AGENCY shall provide the BOARD (for BOARD approval) with the list of Vocational and career awareness curricular offerings.
4. GED PREPARATION AND TESTING – The AGENCY will prepare students to take the GED when those students are in jeopardy of obtaining a regular High School Diploma. The BOARD will administer the GED to those students who have met the criteria for testing. There will be no charge to the student. Students may be considered for the GED exit option.
5. TUTORIAL ACTIVITIES – The AGENCY will provide the BOARD a list of tutorial activities it will utilize.
6. METHODS OF INSTRUCTIONAL DELIVERY – The AGENCY will provide the BOARD a list of methods of instructional delivery they will utilize.
7. CLASSROOM MANAGEMENT PROCEDURES – The AGENCY will provide the BOARD a list of classroom management procedures they will utilize.
8. SUPERVISION OF STUDENTS – Supervision and control of students while in their educational program shall be the responsibility of the AGENCY and the host facility provider agency. However, the AGENCY shall inform the BOARD when a student or students are involved in a serious incident or are injured. The AGENCY shall provide the BOARD, written policies regarding the conduct and disciplining of students while they are enrolled in the educational program.
9. BOARD STAFF DEVELOPMENT ACTIVITIES – The AGENCY’s teachers will have access to all (non site-specific) staff development activities scheduled by the BOARD. The Inservice Calendar will be sent to the AGENCY.
10. STAFF DEVELOPMENT FOR SUPPORT STAFF – The AGENCY shall provide the BOARD with a listing of staff development activities scheduled for administrative personnel, clerks, registrars, para-professionals, guidance counselors, transition specialists, and lead teachers.
11. BEGINNING TEACHER PROGRAMS – If the AGENCY employs beginning teachers with valid Florida “Temporary” teaching certificates, those teachers may participate in the BOARD’s “Teacher Induction Program” in order to receive a “Permanent” certificate.
12. RESPONSIBILITY – The AGENCY shall be responsible for hiring certified teachers and assign classes within the Florida Course Code Directory. All teachers will meet the “No Child Left Behind” requirement of being “Highly Qualified” in the subject they are teaching. In addition any teacher of Reading will secure the Reading Endorsement. All classes require instruction by a certified teacher. Teachers will secure ESOL Endorsement as required upon entry of an ESOL student.

13. BACKGROUND CHECK – All AGENCY employees, appointees, or agents who come into contact with students as part of the educational program must submit to a Brevard Public Schools background check, including a fingerprint check, at AGENCY expense.
14. The AGENCY Lead Educator will be the liaison between the AGENCY and BOARD. The Lead Educator will ensure all aspects of the Educational Program are being implemented.
15. The AGENCY shall employ teachers based on a 1:15 ratio. Teachers' duties will include appropriate instruction of students.
16. The AGENCY shall have an ESE certified teacher on site.
17. The AGENCY shall maintain educational personnel files.
18. The AGENCY may access the BOARD'S substitute pool to assist in acquiring approved substitute teachers.
19. The AGENCY shall submit the names of non-certified instructional personnel to the BOARD for approval within 10 days of employment.
20. The Agency shall offer virtual school courses to students.

**VIII. QUALIFICATIONS AND PROCEDURES FOR SELECTION OF STAFF**

1. EDUCATIONAL COORDINATOR – The AGENCY will provide the BOARD with the Educational Coordinator/Lead Educator's job description.
2. NUMBER OF CERTIFIED TEACHERS – The AGENCY will employ a sufficient number of certified teachers to maintain an average daily attendance instructional ratio of approximately 15:1. The AGENCY will provide the BOARD with the teacher's job description.
3. CLASSES THAT REQUIRE CERTIFIED TEACHERS – All classes assigned in accordance with the Florida Course Code Directory shall require that teachers possess appropriate certification to instruct the class. All teachers will secure "Highly Qualified" status. One teacher at the site will secure reading endorsement.
4. ESOL/ESE CERTIFICATION – The AGENCY shall provide ESOL/ESE Certified teachers to instruct students requiring either an LEP or IEP Plan using either a direct instruction or consultative model.
5. EDUCATIONAL PERSONNEL FILES – The AGENCY shall provide the BOARD with a copy of each teacher's current certification certificate.
6. SUBSTITUTE TEACHERS – The AGENCY shall employ BOARD approved substitute teachers. A listing of BOARD-approved substitutes will be provided to the AGENCY. Potential substitutes can be trained by the Board prior to approval or the AGENCY can provide its own training. All substitutes must be BOARD approved and fingerprint verification must be submitted prior to approval.
7. NON-CERTIFIED INSTRUCTIONAL PERSONNEL – Non-certified teachers or interim substitutes must be approved by the BOARD. A completed personnel file for a non-certified teacher candidate must be sent to the BOARD's human resources office prior to

employment. The BOARD must approve the employment of all non-certified teachers or interim substitutes.

8. AGENCY STAFF DEVELOPMENT ACTIVITIES – The AGENCY agrees to develop and implement a staff development plan that includes staff development (inservice) activities that will occur throughout the year. Topics may include academic/career and technical/social skills “best practices” information for adjudicated juvenile offenders, motivating reluctant learners, and problem solving. For teachers to receive inservice credit, each AGENCY inservice activity must first be submitted for prior approval to the BOARD’s Director of Instructional Services.
9. BOARD STAFF DEVELOPMENT ACTIVITIES – The AGENCY’s teachers will have access to all non site-specific staff development activities scheduled by the BOARD. A monthly inservice calendar will be sent to the AGENCY.
10. STAFF DEVELOPMENT FOR SUPPORT STAFF – The AGENCY shall provide the BOARD with a listing of staff development activities scheduled for administrative personnel, clerks, registrars, paraprofessionals, guidance counselors, transition specialists, and lead teachers.
11. BEGINNING TEACHER PROGRAMS – If the AGENCY employs beginning teachers with valid Florida temporary teaching certificates, those teachers may participate in the BOARD’s “Teacher Induction Program” in order to receive a permanent certificate.
12. RESPONSIBILITY – The AGENCY shall be responsible for hiring certified teachers and assigning them to classes within the Florida Course Code Directory.
13. BACKGROUND CHECK – All AGENCY employees, appointees, or agents who come in contact with students as a part of the educational program must submit to a background check, including a fingerprint check, at AGENCY expense.

## **IX. FUNDING**

1. PAYMENTS – The Board will make payments to the AGENCY monthly beginning July 1, 2009, based upon the estimated annual budget. The monthly payment will be adjusted after each FTE survey and the final payment will be adjusted to the actual FTE earned. The AGENCY is responsible for invoicing the BOARD monthly, based upon the calculation furnished by the BOARD to the AGENCY.
2. FUNDING BASIS – Payments by the BOARD to the AGENCY shall be calculated based upon projected FTE for the AGENCY program using the State of Florida estimates. The projected revenue shall be reduced by the BOARD’s share.
3. RATE OF PAYMENT – The rate of payment shall be equal to 95% of the FTE Revenue generated through the Florida Education Finance Program (FEFP. In addition, allocations of Title I materials and staff will be provided.
4. CONDITIONS OF CHANGE – If at any time during the term of this Agreement, the State Department of Education changes the BOARD’s formula for allocation of funds, said increase or decrease shall be passed along to the Agency on a pro rate basis.
5. FEFP REQUIREMENTS – A student is in membership when he/she is officially assigned to a course/s or program by the AGENCY. To be reported for funding, each student must be enrolled and scheduled appropriately in the state automated data system. The



student must be in attendance for a minimum of 1500 minutes of instruction per week. The school year for the student will include a minimum of 240 days of instruction.

6. **FUNDING LOSS** – In the event the AGENCY violates a State Law, State Department of Education rule, BOARD policy, and/or other covenant set forth herein, and said violation results in a loss of funding to the BOARD, the AGENCY shall reimburse the BOARD for the full amount of the loss. This provision shall remain in force, even if the agreement is terminated, for a period of (3) three years or until all state audits are conducted, whichever occurs first.
7. **DIRECT INSTRUCTION TIME** – The AGENCY is required to take attendance on a daily basis. Attendance must include any student who was tardy. Attendance records must be maintained in a manner prescribed by the BOARD, which includes, but is not limited to, weekly student attendance sheets which reflect daily (once a day), attendance status and the Teachers' roll books which reflect attendance in each class period on the student's schedule. Records will be maintained until such time the AGENCY is authorized by the BOARD to dispose of said records, or until the expiration of this agreement when all such records shall be surrendered to the BOARD.
8. **FINANCIAL RECORDS MAINTENANCE**– The AGENCY shall maintain all financial records related to the educational component of the program for (3) three years.
9. **FINANCIAL RECORDS** – The AGENCY shall provide a financial accounting of all expenditures toward the educational component of the program on a quarterly basis. The accounting report shall be in accordance with forms provided by the Superintendent's designee and shall be delivered to the Superintendent's designee within thirty (30) days after the close of each quarter.
10. If no other funding is secured for the DJJ Literacy Coach, the Agency will contribute a proportionate share towards the salary/benefits of this Brevard Public School employee.

**X. CONTRACT NEGOTIATIONS**

1. **WORKFORCE DEVELOPMENT** – The BOARD will provide the AGENCY with the name of the Director of Workforce Development.
2. **AGENCY REQUIREMENTS**  
  
The AGENCY has experience in providing educational services.  
  
The AGENCY has sufficient financial stability and resources to hire adequate numbers of certified teachers and personnel.
3. **BOARD PRE-CONTRACT RESPONSIBILITY**  
  
The AGENCY has positive past Quality Assurance Reviews.  
  
The AGENCY's DJJ contract (if applicable) does not duplicate services or resources.

**XI. INTERVENTIONS AND SANCTIONS**

1. **QUALITY ASSURANCE REVIEW** – The AGENCY shall provide to the BOARD the results of the Annual Department of Juvenile Justice Quality Assurance Review for the Facility and the Educational Component. Unsatisfactory findings shall result in the development of a corrective action plan to be submitted to the BOARD within (30) thirty days of the review. The Superintendent's designee shall monitor the plan. The School Improvement Plan (SIP) should reflect identified deficiencies and plans to correct the

deficiencies. Failure to comply with the corrections within (90) ninety days will be considered a default and can lead to termination of the Agreement.

2. **DEFAULT** – The AGENCY's inability and/or refusal to comply with the terms of this Agreement shall be considered a default. Only the Superintendent of Schools may declare the AGENCY in default, and notice of such shall be sent by United States Postal Service certified mail, return receipt requested. Upon receipt of the Superintendent's declaration of default, the AGENCY has (5) five calendar days to contest the Superintendent's action, giving notice by United States Postal Service certified mail, return receipt requested. That matter shall then be arbitrated. During arbitration, the AGENCY's educational programs shall continue, but the BOARD shall withhold payment. If the dispute is resolved in the AGENCY's favor, all payments, previously withheld, shall be released. If resolved in the BOARD's favor, all funds previously withheld shall be forfeited, and the Agreement shall be immediately terminated. Dollars previously paid to the AGENCY may also be in jeopardy.

## **XII. COORDINATION**

1. **RESPONSIBLE POSITIONS**
  - a. **BOARD's DESIGNEE** – The BOARD's designee for purposes of administering the Agreement shall be the Superintendent of Schools who may assign a designated administrator for monitoring compliance and educational program administration.
  - b. **AGENCY's DESIGNEE** – The AGENCY shall identify one person with whom the BOARD is to communicate on all compliance issues related to this Agreement. The AGENCY, at its option, may designate another person with whom the BOARD is to communicate regarding the operation of its educational program.

## **XIII. FACILITIES**

1. **SAFETY REQUIREMENT** – The host facility provider shall comply with facility safety requirements embodied in the State Uniform Building Code for Educational Facilities and the Department of Education's State Requirements for Educational Facilities (SREF) 1994.
2. **ADDRESS FACILITY** –

mailing address –	Space Coast Marine Institute 1000 Inspiration Lane Melbourne, FL 32934
physical location –	Space Coast Marine Institute 1000 Inspiration Lane Melbourne, FL 32934
3. **SANITATION AND HEALTH CERTIFICATES** – The host facility provider shall maintain current sanitation and health certificates.
4. **REQUIRED SETTINGS** – The host facility provider shall provide student classrooms with a minimum of twenty-five usable square feet per pupil. Instructional personnel must be provided adequate space for a desk, file cabinets, instructional materials, and secured storage of BOARD-owned equipment and confidential documents such as tests and records. Additional space shall be provided for ESE/ESOL staffings or psychological evaluations.

5. BUILDING MAINTENANCE – The host facility provider shall maintain (in a state of good repair) all buildings used for the educational program. All damages made by the AGENCY's program will be the responsibility of the AGENCY to repair.

#### **XIV. OTHER PROVISIONS**

Other provisions per section 1425 of the No Child Left Behind Act Public Law 107-110. The parties agree:

1. where feasible, ensure that educational programs in the correctional facility are coordinated with the student's home school
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 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 105-200, 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 businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

**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:**

**SPACE COAST MARINE INSTITUTE**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Administrator**

This \_\_\_\_\_ day of \_\_\_\_\_ 2009

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