

Baldwin County Public Schools and Baldwin County Regional Juvenile Detention Center

FY21

Title I, Part D, Subpart 2 Formal Agreement For Local educational Agencies and Correctional Facilities

This agreement, made and entered into on this the ____ day of September, 2020, by and between the Baldwin County Board of Education, hereafter referred to as the Local Educational Agency (LEA), and the Baldwin County Commission concerning the Baldwin County Regional Juvenile Detention Center, 43405 Nicholville Rd, Bay Minette, AL hereafter referred to as the facility contains the following provisions:

Whereas, the purpose of this subpart Sec. 1421 is to support the operation of local educational agency programs that involve collaboration with locally operated correctional facilities: To carry out high quality educational programs to prepare children and youth for secondary school completion, training, employment, or further education; To provide activities to facilitate the transition of such children and youth from the correctional program to further education or employment; and To operate programs in local schools for children and youth returning from correctional facilities which may serve at-risk children and youth.

Whereas, Sec. 1425 requires that each correctional facility entering into an agreement with a local educational agency under section 1423(2) to provide services to children and youth under this subpart shall –

- 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 educational program under part B of the individual with disabilities education act.
- 2) If the child or youth is identified as in need of special education services while in the 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 seek a secondary school diploma or its recognized equivalent;
- 5) Work to ensure 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 – 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 businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

Whereas, the correctional facility shall attach to this agreement documentation of licensure.

Whereas, the local educational agency shall provide the following services to children and youth serving in the named correctional facility at the listed cost:

(List specific services that will be provided and cost)

| Service | Cost |
|--|------------|
| Instruction, Intervention and Remediation Materials and Supplies | \$2,000.00 |
| | |
| | |

Whereas, the local educational agency is the fiscal agent of the grant, it is the local agencies responsibility to monitor and ensure that the provision of the agreement is carried out. All records, reports, document, and purchased materials shall remain the property of the local educational agency/state.

If all provisions have been satisfied, this agreement shall be effective the 1st day of October 2020 expiring the 30th day of September 2021.

In witness whereof, the above-named parties have executed this act in the presence of the undersigned competent witnesses.

Witnesses:

LEA Neglected or Delinquent Coordinator

LEA Superintendent

Wayne Dyess, County Administrator

Billie Jo Underwood, Chairman