

**CONTRACT
BETWEEN SCHOOL DISTRICT OF SUWANNEE COUNTY, FLORIDA
AND
FLORIDA SHERIFFS YOUTH RANCHES, INC.**

This contract dated this 19th day of November, 2019, by and between the SCHOOL DISTRICT OF SUWANNEE COUNTY, FLORIDA, hereinafter referred to as the "School Board" and the FLORIDA SHERIFFS YOUTH RANCHES, INC., Youth Ranch, Florida 32060, hereinafter referred to as the "Youth Ranch." The School Board and Youth Ranch will be referred to collectively as "the Parties."

WITNESSETH

WHEREAS, the Donald Ralph Cooke School, a program of the Florida Sheriffs Youth Ranches, Inc. is approved by the School Board as an Educational Alternative Program Center serving at-risk potentially neglected or delinquent students in grades 6-12 in residence at the Youth Ranch and who are in need of services outlined in the students' individual treatment plans. The School Board approves only the educational offerings of the Donald Ralph Cooke School and the Youth Ranch maintains all other services necessitated in a residential facility.

and

WHEREAS, the School Board and the Youth Ranch believe it is in the best interest of most of the students residing in the Youth Ranch to receive educational services in the residential setting that incorporates both a treatment plan and educational plan

And

WHEREAS, the School Board and the Youth Ranch agree to collaboratively decide if and when individual students would be better served in the traditional schools of the School Board,

And

WHEREAS, the School Board and the Youth Ranch desire to enter into this Contract to provide a public educational alternative for students grades 6-12 residing at the Youth Ranch, in accordance with Section 1001.42(4)(j) F.S. and Rule 6A-1.099, FAC., with the intent of preparing students to graduate high school with readiness for career and college.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Contract agree as follows:

1. Responsibilities of the Youth Ranch

The Youth Ranch will:

- a. Education Program: Provide an educational program consistent with the School Board's Student Progression Plan and appropriate to meet the needs of approximately 50 residential students in grades 6-12. The Youth Ranch will strive to achieve at least a year's worth of academic growth in all instructional areas in each student and prepare students to graduate high school with career and college readiness.
- b. Personnel Requirements: Recruit, hire, pay, supervise, and evaluate any and all instructional personnel and ancillary staff for the program as defined by ESSA Federal Legislation. All instructional personnel shall be appropriately certified by the Florida Department of Education for the courses they teach and shall abide by the Principles of Professional Conduct of the state. At no time will the Youth Ranch employ any person that has been terminated or been non-renewed for poor performance by a school district in Florida. At no time will the Youth Ranch employ or otherwise engage any person who has resigned from employment with a public school district in lieu of disciplinary action with respect to child welfare or safety or has been dismissed for just cause. The Youth Ranch will provide the School Board with the required state reporting information on instructional personnel: salary, demographic and ethnicity, area of certification and any other data required by the Florida Department of Education 30 days prior to the first student day for data reporting purposes only. If new personnel are hired during the year, data will be forwarded to the School Board within 30 days of the hiring or prior to the required survey reporting deadlines.. Any changes in personnel or teaching assignments will be reported to the School Board as they occur during the year.
- b. Background Checks: Conduct fingerprinting and criminal background checks as outlined in Florida Statute 1012.32 on all prospective employees prior to any final hiring action.
- c. Personnel Evaluation: The Youth Ranch will evaluate all personnel according to the assessment protocols of their organization.
- d. Calendar: Maintain an annual school calendar which is identical to the Suwannee County School calendar. Each student enrolled for an entire year will be provided no less than 900 hours of instruction per year. Summer instruction will be coordinated with the School Board on a case-by-case basis.

- e. Records: Maintain all records and reports and provide such reports that are requested by the School Board or required by law. Records of all course offerings will be maintained according to requirements specified by the School Board and be secured onsite for a period of five years and then returned to the School Board for permanent storage. Report cards shall be issued to students in a manner consistent with that of the School Board. Students will be registered through the School Board student information system and all data collected for students enrolled in the School Board will be collected for students residing at the Youth Ranch. Any deviation from this practice will be mutually agreed upon by the Parties. Instructional personnel will maintain copies of lesson plans, examinations, and other classroom expectations in a manner consistent with instructional personnel in the School Board.
- g. Course Progression: Provide students with course offerings to move the student from one grade level to the next without interruption. The students' schedules will be in concert with the requirements of the School Board Student Progression Plan and shall prepare the student to enroll in a School Board high school during the last semester of their senior year. Student transcripts as approved by the School Board must reflect the continuum of education progress, including meeting Florida middle school and high school graduation requirements.
- h. Instruction Hours: Provide a minimum of 5 1/4 hours of instruction daily for registered students and maintain daily records to substantiate attendance. In no case will a student receive less than 900 hours of instruction for a full academic year. (The SCSD calendar is currently 174 days of instruction.)
- i. Counseling: Provide counseling services for all students to maximize academic success. Evidence of counseling as it relates to academic success will become part of the student's permanent academic record. Documentation of therapeutic counseling and interventions that are part of the student's treatment plan at the Youth Ranch will not be part of the student's academic record.
- j. Disciplinary Actions: Accept responsibility for disciplinary actions occurring in conjunction with the student's academic program and to record and report the action taken in accordance with Florida Department of Education reporting requirements.
- k. Program and Curriculum Development: Work in concert with the School Board and school officials in developing a program and curriculum for the students. The Youth Ranch will seek input from School Board staff on instructional materials and resources that would best meet student needs. If students are seeking a

diploma from the School Board high school, the Youth Ranch staff will meet with School Board staff no later than the student's junior year to prepare a transitional placement plan. A student transcript will be updated annually by Youth Ranch staff and will be reviewed by School Board staff for progress toward meeting graduation requirements. The Youth Ranch agrees to follow the standards and requirements of the Southern Association of Colleges and Schools (SACS-CASI) or Advanc-ED in order to be accredited to offer high school diplomas to students attending the Donald Ralph Cooke School.

- l. Facilities: Provide appropriate classroom facilities and assume responsibilities for providing utilities and maintenance services for such facilities. Classroom and other instructional facilities will be conducive to learning and shall meet all local and Florida Department of Education construction, health and safety requirements (found at <http://www.fldoe.org/core/fileparse.php/7738/urlt/srefrule14.pdf>). Validation of compliance with those requirements will be provided to the School Board on an annual basis. Youth Ranch will be responsible for maintenance of all other facilities and property related to the residential program without any reporting duty to the School Board. The safety and security of the students shall be ensured at all times by the Youth Ranch.
- m. Instructional Materials and Supplies: Provide all instructional materials, equipment and supplies necessary to ensure academic success for each student. The Youth Ranch staff will collaborate with School Board staff to determine effective resources for use with students of varying needs.
- n. Policies: Adopt as part of its governing policies, State Department of Education and School Board rules, policies and procedures relating to academic process in Alternative Education settings. The Youth Ranch policies and procedures related to discipline will serve as the governing rules for students while they are in residence and School Board rules will be followed if students are in School Board facilities or activities.
- o. Students with Disabilities: Comply with all Federal and State statutory and regulatory requirements for the provision of services to students with disabilities (ESE students). Prior to a student being placed in an academic setting, the Youth Ranch will convene an IEP (Individual Educational Plan) meeting to determine the manner in which the student's needs will be met. The IEP committee shall be comprised of a staff from the Youth Ranch, an ESE teacher, and a parent(s) or guardian(s) of the student. After a review of all ESE records, the committee shall determine the most appropriate placement for a student based upon his/her individual needs. In the event that the Youth Ranch is not equipped to meet the needs of the student's IEP with existing resources, it may be recommended that

the student enroll in a local district school or that the Youth Ranch will provide the services through contracted resources. The Youth Ranch will assume responsibility for transferring the decision of the committee to the School Board Director of Student Services. All records necessary to maintain student information for ESE students shall be entered into the Focus Student Information System by the staff of the Youth Ranch. The Youth Ranch will ensure that appropriately certified and trained staff are available to serve the academic requirements of ESE students.

- p. Certificates, Inspections, and Drills: Maintain appropriate and current health and fire and any other safety certificates for each building used as part of the educational program of students and provide access to buildings for inspection by appropriate authorities. Copies of inspections, drills, and related safety measures will be forwarded to the School Board each academic year. The Youth Ranch will forward all certificates within thirty (30) days of receipt of said certificates. The Youth Ranch will forward copies of all inspections, drills, and related safety measures within thirty (30) days of their receipt of the results of any inspections, the occurrence of any drills, or the implementation of any safety measures.
- q. Confidentiality of Records: Comply with the School Board's procedures to protect the confidentiality of student academic records and information and assure they will provide the parents, or the student who is beyond the age of eighteen (18), the right of access, copies, amendments, and hearing as specified in Rule 6A-1.0955, FAC. Youth Ranch will maintain student records in the manner prescribed by the School Board and will forward all student academic records to the School Board within a timeframe specified by the School Board after the student leaves the program.
- r. Contract Administration: Provide a staff member to be responsible for the administration of the provisions of the contract and for the supervision of the educational program provided to each student under the contract. The Youth Ranch's Director of Education will serve that role unless otherwise designated.
- s. Nutrition: Provide all nutrition services to students while in the academic program. If nutrition services are provided in a facility other than the academic setting, the Youth Ranch will provide evidence to the School Board that the facility meets local health and safety regulations.
- t. Transportation: Provide all transportation services related to the academic program of students to the Youth Ranch facilities.
- u. Proof of Insurance: Provide copies of liability insurances owned by the Youth

Ranch and include the School Board as an additional insured agent for the while the students are engaged in public education.

- v. Student Assessments: Participate in all mandatory student assessment programs and school improvement rating systems. The Youth Ranch will provide to the School Board a specific contact responsible for the assessment of students and will participate in goal setting related to the improvement of performance in students and the program.
- w. Compliance: Agrees, in writing, that it complies with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.

2. **Responsibilities of the School Board**

The School Board will:

- a. Payment: Pay the Youth Ranch per child, per year, an amount determined by using initial 2019-2020 State Budget appropriation data. The amount provided will be the base student allocation per weighted FTE amount using weights for approximately 50 students in grades K-12 for all weighted FTE minus a School Board Administrative Fee of 7% and minus any adjustments for recalibration or proration of the previous year's FTE. The final allocation will be equal to the actual FTE earned for the Youth Ranch's students while in their educational program.

The School Board will tender payment to the Youth Ranch in three separate and equal installments, the first being due on or before November 30, 2019, the second being due on or before March 31, 2020, and the third being due on or before July 31, 2020.

- b. Instructional Materials: Provide an allocation of instructional materials monies to the Youth Ranch that is equivalent to the per pupil allocation of the School Board. The School Board will provide these monies on or before November 30, 2019.
- c. Administrative Staff Development: Provide professional development to administrative staff at the Youth Ranch to enable them to evaluate instructional personnel according to standards used in the State of Florida.
- d. Instructional Staff Development: Allow access to any professional development activities for instructional staff of the Donald Ralph Cooke School conducted at the School Board.

- e. Extracurricular Activities: Provide access to students to engage in extracurricular activities, including sports at the School Board schools to which the student would normally be assigned. The School Board is not obligated to provide transportation services for students engaging in those activities.
- f. Transportation: Provide transportation services to and from school for those students enrolled in a traditional School Board school in accordance with the School Board transportation plan, subject to the limitations set forth in Section 2(e) ("Extracurricular Activities").
- g. Program Assessments: Routinely assess the instructional program provided by the Youth Ranch and recommend necessary changes to enhance student achievement. The assessment will include review of student performance data and state ratings related to school improvement.
- h. ESE Assessments: Provide testing and evaluations for students referred for ESE eligibility if the Youth Ranch has provided evidence of a systemic system of student support and intervention indicative of need of additional assessment.
- i. FERPA and School Policies/Procedures: Upon the request of the Youth Ranch, the School Board, the school district or the district's employees, will provide guidance regarding questions that may arise pertaining to the Youth Ranch's obligations and duties under the Family Educational Rights and Privacy Act (FERPA) or School Board policies or procedures.

3. Safe Schools:

Florida Law provides for certain measures to be taken with respect to school safety. To that end:

- a. The parties will comply with the terms of Florida Statute 1006, Part I(C), "Student Discipline and School Safety," including, but not limited to:
 - i. The formulation of emergency response policies and the carrying-out of drills as provided by §1006.07(4)(a), with said policies and drills being similar in content and structure to those of the Suwannee County School District;
 - ii. Coordinating with the School Board's safety specialist to review the Youth Ranch's policies and procedures for compliance with state law and rules, providing necessary trainings, and collaborating to conduct school security risk assessments, as provided by §1006.07(6)(a);
 - iii. Coordinating with the appropriate public safety agencies that are designated as

- first responders to the Youth Ranch to conduct tours of the Youth Ranch/Donald Ralph Cooke School and provide recommendations related to school safety, as provided by §1006.07(6)(b) and §1006.07(8);
- iv. Collaborating to develop an active assailant response plan, as provided by §1006.07(6)(c);
 - v. Establish and maintain threat assessment teams and policies, as provided by §1006.07(7);
 - vi. Ensure the presence of safe-school officers at the Youth Ranch, as provided by §1006.12;
- b. Additionally, to the extent practicable, the parties will attempt to implement and use technologies to increase school safety, such as alert systems and threat reporting systems, such as Fortify Florida. The School Board will collaborate with the Youth Ranch/Donald Ralph Cooke School to provide access to these technologies to the extent they are available to Suwannee County Schools.

4. School Board Liaison to Youth Ranch

The School Board will name a liaison to serve as the point of contact for the Youth Ranch. The liaison will be the Director of School Choice. The liaison will establish a regular schedule of communication with the Youth Ranch staff and will provide reports to the School Board administration on a regular basis.

5. Modification of Agreement:

This agreement may only be modified or amended by mutual agreement of the parties in writing.

6. Term of Contract:

The term of this contract shall be the regular school fiscal year beginning July 1, 2019 and terminating June 30, 2020.

7. Opportunity to Remedy Breach; Mediation

If either party believes that the other party has materially breached or is in a state of non-compliance with this contract, then written notice shall be provided to the non-complying party in order to provide them with a reasonable opportunity to remedy any breach or cure any non-compliance.

If the parties cannot remedy any perceived breach or non-compliance, or if the parties are otherwise inclined to file any action arising out of or relating to this contract, then prior to

filing any action, the parties will first attend mediation in an effort to amicably resolve any disputes.

8. Choice of Law; Venue; Waiver of Trial by Jury:

This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this agreement, the parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction. The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.

9. Compliance with Laws:

The Youth Ranch shall render the services under this Agreement in accordance with all federal, state, and local laws, including, but not limited to, the Family Educational Rights and Privacy Act, Civil Rights laws, E-Verify, Florida Statutes, and Board of Education policies and procedures.

10. Harassment/Discrimination:

While performing services under this Agreement, the Youth Ranch agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, marital status, ancestry or national origin.

11. Liability, No Waiver of Sovereign Immunity, and Indemnification:

Each party shall be liable for its own actions and negligence and agrees to assume responsibility for the acts, omissions, or conduct of such party's employees, subject to the exceptions set forth in this Section.

No provision of this contract shall be interpreted or construed to mean that the School Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

Nothing herein shall be construed as consent by any party to be sued by third parties in any matter, whether arising out of this agreement or any other contract.

If the Youth Ranch is found to have violated the Federal Educational Rights and Privacy Act (FERPA) or School Board policies or procedures, found at <https://digitalbell-bucket.s3.amazonaws.com/B1FA9FB0-5056-907D-8D5E-8BEB66877A43.pdf>, and such violation is found to be the proximate cause of damages suffered by the School Board, its

agents, servants or successors, then the Youth Ranch will indemnify and hold the School Board, its agents, servant, and successors harmless from the claims asserted against the School Board arising out of the Youth Ranch's violation of FERPA or School Board policies or procedures, including attorney fees and costs associated with the defense against such claim, unless the Youth Ranch was acting in accordance with guidance provided to it pursuant to Section 2(i) of this Contract "FERPA and School Policies/Procedures."

12. Severability:

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

13. Assignment; Binding Agreement

This Agreement and the duties and obligations hereunder may not be transferred or assigned by any of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

14. Entirety of Contractual Agreement

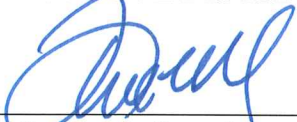
The Parties agree that this Agreement sets forth the entire agreement between them, and that there are no promises or understandings other than those stated herein.

Contract
Between School District of Suwannee County, Florida
And Florida Sheriffs Youth Ranches, Inc.

SCSB 2020-81 (REVISED/RENEWAL)

WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first here in above set forth.

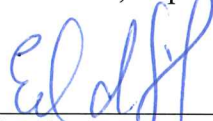
THE SCHOOL DISTRICT OF SUWANNEE COUNTY



Ted L. Roush, Superintendent

NOV 19 2019

Date

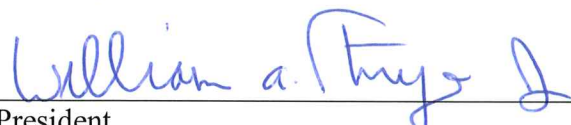


Ed daSilva, School Board Chairman


NOV 19 2019

Date

FLORIDA SHERIFFS YOUTH RANCHES, INC.



President



Date


"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"