

SCSB 2018-81 (RENEWAL)

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

This contract dated this 26th day of September, 2017, by and between the SCHOOL DISTRICT OF SUWANNEE COUNTY, FLORIDA, hereinafter referred to as the "School Board" and the FLORIDA SHERIFFS YOUTH RANCHES, INC., Boys Ranch, Florida 32060, hereinafter referred to as the "Youth Ranches".

WITNESSETH

WHEREAS, the Florida Sheriffs Boys Ranch, a program of the Florida Sheriffs Youth Ranches, Inc. is approved by the SCHOOL BOARD as an Educational Alternative Program Center serving at risk students who are in need of services outlined in the Suwannee County School Board Comprehensive Dropout Prevention Plan

and

WHEREAS, the SCHOOL BOARD and YOUTH RANCHES desire to enter into this Contract to provide Educational Alternatives and Disciplinary Programs for students residing at the Florida Sheriffs Boys Ranch, in accordance with Section 1001.42(4)(j) F.S. and Rule 6A-1.099, FAC.

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. The Youth Ranches shall assume the following responsibilities:
  - a. Provide an educational program appropriate to meet the needs of approximately 50 students.
  - b. Recruit, hire, pay, and supervise any and all highly qualified instructional personnel for the program as defined by NCLB Federal Legislation or any other personnel employed in the program and provide the Suwannee County School Board with the following information on said personnel: salary, demographic and ethnicity within 30 days of the first student day.
  - c. Maintain an annual school calendar which will follow the Suwannee County School calendar.
  - d. Maintain all records and reports and provide such reports that are requested by the School Board or required by law. (Examples - Attendance, Lesson Plans, Grades, etc.)
  - e. The Contracted School agrees that the student will be provided with course offerings to continue along a continuum of education progress so that the student, upon return to his/her home school, will not be penalized by the absence. Student transcripts must reflect the continuum of education progress.
  - f. Provide a minimum of 5 hours of instruction daily for registered students and maintain daily records to substantiate attendance.
  - g. Provide counseling services for all students.
  - h. Accept responsibility for disciplinary actions and to record and report the action taken.
  - i. Work in concert with the School Board and school officials in developing a program and curriculum for the students.
  - j. Provide appropriate classroom facilities and assume responsibilities for providing utilities and maintenance services for such facilities.
  - k. Fund all supplies, equipment, additional books, and other items not provided by the School Board.
  - l. Adopt as part of its governing policies, State Department of Education and School Board rules, policies and procedures relating to Educational Alternatives and Disciplinary Programs as part of Dropout Prevention.
  - m. Convene an IEP meeting prior to an ESE student being placed at the Youth Ranch. The IEP committee shall be comprised of an LEA from the Youth Ranch, an ESE teacher and a parent(s) or

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And Florida Sheriffs Youth Ranches, Inc.

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 individual needs. The Youth Ranch will assume responsibility for transferring the decision of the committee to the ESE Director. All records necessary to maintain the MIS for ESE students shall be forwarded to the district by the staff of the Youth Ranch.

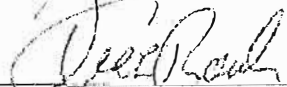
- n. Maintain appropriate and current health and fire certificates for each building and provide access to buildings for inspection by appropriate authorities.
  - o. Comply with the District's procedures to protect the confidentiality of student records and information and assure they will provide the 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.
  - p. Provide a staff member to be responsible for the administration of the provisions of the contract and for the supervision of the Youth Services Program provided to each student under the contract.
  - q. Provide transportation and food services.
  - r. Provide liability insurance.
  - s. The Contracted School 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. The Contracted School will, at all times, comply with local or state standards for health and safety of students, whichever are more stringent.
2. The School Board agrees to accept responsibility for the following:
- a. Pay the Youth Ranches per child, per year, an amount determined by using initial 2017-2018 State Budget data. Amount provided will be the basic student allocation per weighted FTE amount equal to that obtained by using weights for approximately 50 students in grades K-12 for all weighted FTE minus an Administrative Cost (Set for 2017-2018 at 7.0%) and any costs incurred for virtual instruction calculated based on the state's formula for prorating FTE.
  - b. Provide payment for the services based on the following:
    - August through October - Estimated Enrollment
    - November through February - Adjustment and payment on October FTE
    - March and April - Adjustment and payment on sum of October and February FTE
    - May - Adjustment and payment on total FTE of the program with Adjustments reflecting any State Budget changes and deductions for School Board costs such as expenses related to d. and e. below.Should an audit result in a need to adjust state dollars given to district for non-compliance due to actions of the Youth Ranches, repayment to the School Board will result.
  - c. Provide basic textbooks.
  - d. Provide evaluators to complete data on any full-time teacher in the professional education competence demonstration system.
  - e. Provide access to county activities conducted for completion of PECDS.
  - f. Provide access to student activities.
  - g. Provide access to county in-service activities.
  - h. Provide a review of instruction provided in all areas of instruction at the Youth Ranches.
  - i. Provide testing and evaluations for students referred for eligibility.
3. The staff of the School Board will review and monitor the program provided by the Youth Ranches and confer with the Youth Ranches staff at reasonable times.
4. This agreement may only be modified or amended by mutual agreement of the parties in writing, or by the School Board or Contracted School upon thirty (30) days written notice.

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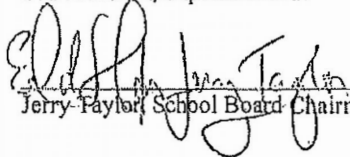
- 5. The term of this contract shall be the regular school session beginning September 26, 2017 and terminating June 30, 2018.
- 6. Nothing in this Agreement shall be interpreted or construed to mean that the SCHOOL BOARD waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.
- 7. 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..
- 8. The Youth Ranches 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. The Youth Ranches further agrees it will indemnify and hold the School Board, its agents, servants and successors harmless from any claims asserted against the School Board arising out of the Youth Ranches violation of FERPA or a violation of the School Board's policies and procedures, including for any costs and attorney's fees incurred by the School Board in defending such claims. While performing services under this Agreement, the Youth Ranches agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, marital status, ancestry or national origin.

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

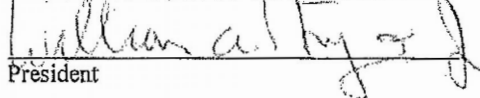
  
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Ted L. Roush, Superintendent


SEP 26 2017  
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Date

  
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Jerry Taylor, School Board Chairman

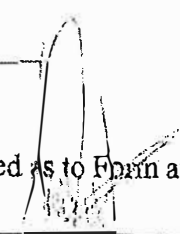
SEP 26 2017  
\_\_\_\_\_  
Date

FLORIDA SHERIFFS YOUTH RANCHES

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Date

"Approved as to Form and Sufficiency  
BY

  
\_\_\_\_\_  
Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell, P.A.  
Suwannee School Board Attorney"