

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
AND
SARASOTA FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.
(TRIAD PROGRAM)**

This Agreement is made and entered into this 21st day of June, 2011, between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the School Board) and Sarasota Family Young Men's Christian Association, Inc., a Florida not-for-profit corporation (YMCA).

WHEREAS, YMCA operates a program known as TRIAD; and

WHEREAS, TRIAD is approved by the School Board as an Alternative School (hereinafter interchangeably referred to as "Alternative School@ or "TRIAD@) conducting alternative programs of education, training and related services in accordance with State Department of Education Rules and Sections 1001.42(4)(j), 1003.52 and 1003.53, Florida Statutes; and

WHEREAS, the School Board wishes to provide an appropriate program of education and training for students assigned to TRIAD; and

WHEREAS, the School Board believes that, in accordance with State Board Rules, YMCA can meet the educational and training needs of the students at TRIAD by providing an Alternative School program which emphasizes basic skills instruction, the acquisition of course credits toward graduation, vocational training and appropriate attitudinal skills.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other valuable consideration, the parties to this Agreement hereby agree as follows:

1. This Agreement supersedes all prior Agreements, specifically including the Agreement dated June 15, 2010, entered into between the School Board and YMCA for the operation of an Alternative School at TRIAD and all such Agreements are hereby terminated.
2. This Agreement shall be effective as of July 1, 2011, and be automatically renewed on July 1 of each succeeding year unless otherwise terminated by either party as provided for elsewhere in this Agreement.
3. During the term of this Agreement, the School Board grants YMCA the non-exclusive right to use the property located at 4430 Beneva Road, Sarasota, Florida 34232, for the sole purpose of allowing YMCA to operate an Alternative School program known as TRIAD for students in grades 6-12 at that location.

4. The School Board agrees to pay YMCA for services as follows:
 - 4.1. The School Board agrees to pay YMCA an amount of \$1,086,650.00 for 110 traditional student slots and 20 slots allocated for ESE/EBD identified students. The required instructional materials will be procured through the School District's Instructional Materials Department.
 - 4.2. The School Board shall ensure that YMCA receives timely and efficient reimbursement upon receipt of required financial statements and requests for payment at the end of each month. Reimbursement will be at the rate of \$90,554.16 per month for eleven (11) months with a final (12th) payment of \$90,554.24, for the period covering July 01 through June 30 each year.
 - 4.3. In any programs or services provided by the School Board which are funded by federal funds and for which federal dollars follow the eligible student, the School Board agrees, upon adequate documentation from YMCA, to provide YMCA with an appropriate share of the federal funds received by the School Board if the same level of service is provided by YMCA, provided that federal law or regulation does not prohibit this transfer of funds. This amount will be in addition to the \$1,086,650.00.
5. YMCA shall be responsible for administration of and all decisions related to TRIAD. Such administration shall be in cooperation with the School Board's designated administrator and shall be conducted in accordance with agreed upon guidelines, policies and rules.
6. YMCA agrees that:
 - 6.1. The School Board, through its Superintendent or designee, shall select and refer students to TRIAD in accordance with Florida Statutes. YMCA will interview each student and his/her parent(s)/guardian(s) to review the student's background and records to ensure a successful experience. The School Board shall notify parents/guardians of a student assigned to TRIAD of his/her placement.
 - 6.2. Unless exceptional circumstances warrant, students enrolled at TRIAD prior to or during an academic semester shall remain at TRIAD until the completion of the academic semester. Notwithstanding the foregoing, students may be readmitted to a regular school program of the School District at any time with the agreement of the School Board. The parties agree to confer when appropriate in order to allow students enrolled at TRIAD to re-enter the School District's regular school program when it appears to be in the student's best interest to do so. Students eligible to return to School District's regular school program shall be evaluated by

School Board personnel prior to re-entering the School District's regular school program.

- 6.3. YMCA shall develop a School Improvement Plan in compliance with F.S. 1001.42(18) and 1003.53(2)(b) and in the format prescribed by the School Board. YMCA shall be responsible for meeting student performance goals as defined in the School Improvement Plan for improving student achievement.
- 6.4. YMCA shall require all TRIAD instructional personnel to have professional or temporary state teaching certification or statements of eligibility. In the event that certified personnel are not available, individuals can be hired if the individual provides documentation of in-field expertise, educational background or previous teaching experience. YMCA must follow the School Board's policy for the approval and use of non-certified instructional personnel.
- 6.5. YMCA shall document that parents have been notified in writing when a teacher is teaching outside the field in which the teacher is certified.
- 6.6. YMCA shall provide an instructional day that, at a minimum, is consistent with Florida Statutes. The TRIAD school year shall include 180 days of classroom instruction for students and shall begin and end on the approximate same dates as the School Board's academic year.
- 6.7. Some students referred for enrollment in the program may be identified as disabled under the provisions of the Individuals with Disabilities Education Act (IDEA) and/or Section 504 of the Rehabilitation Act, and the implementing federal and state regulations. These students are entitled to receive necessary special education and related services as are appropriate to address their individual needs.
YMCA agrees to provide the regular classroom educational services mandated by each student's IEP and to follow each student's IEP in providing educational services. YMCA further agrees to require the attendance of YMCA staff at IEP and other meetings when requested by School Board employees to: (1) provide the School Board with all necessary information and feedback about the appropriateness of each student's program and necessary changes to each student's IEP; (2) refer students for evaluation and testing when requested by parent(s) or when YMCA personnel believe a student may be in need of such services; (3) provide information to the School Board as necessary for School District personnel to evaluate students; (4) notify the School Board when students are in need of re-evaluation or changes in and review of IEPs; and (5) comply with federal and state mandates regarding the suspension or expulsion of special needs students. The School Board agrees to assure that the TRIAD program is accessible to disabled students in compliance with the mandates of the Americans with Disabilities Act.

- 6.8 YMCA shall provide ESOL instruction for those students identified by the School Board as ESOL students.
- 6.9 YMCA shall maintain student records in accordance with all relevant State Board Rules and Florida Education Finance Program rules. Additionally, all information for data reporting requirements requested by the School Board and State and Federal agencies must be maintained. Failure to maintain records required for an audit may result in forfeiture of earned FTE payments.
- 6.10 YMCA shall fully comply with Section 1002.22, Florida Statutes, and School Board procedures to protect the confidentiality of student record information, and it assures that it shall provide the parents, or the students who are eighteen (18) years of age or older, the rights of access, copies, amendments and hearings as specified in the State Board Rule 6A-1.0955, F.A.C.
- 6.11 It is understood that all School District students transferred to TRIAD shall remain students of the School District for enrollment reporting in accordance with state laws. YMCA shall take daily attendance of all students at TRIAD. YMCA shall provide weekly attendance records for each student in TRIAD, including absences, enrollment and withdrawals.
- 6.12 YMCA shall develop an individual academic plan for each student that shall meet the requirements of state law.
- 6.13 YMCA assures 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, and shall at all times comply with local and state standards for the health and safety of students.
- 6.14 YMCA assures the School Board that it does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, sexual orientation, or age in the operation of its business or provision of services.
- 6.15 YMCA shall designate a staff member to be responsible for the administration of the provisions of this Agreement and for the supervision of the Alternative School.
- 6.16 YMCA shall place emphasis on survival skills, goal setting, vocational skills and the achievement of socially acceptable behavior patterns. The curriculum shall reflect approved courses in the Florida State Course Code Directory. All high school courses provided will meet the School District's pupil progression plan for promotion and a high school diploma.
- 6.17 YMCA shall maintain complete and accurate records with respect to all matters covered under this Agreement. The School Board's Superintendent or designee shall have free access to such records during regular business hours, the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. The parties will conduct periodic reviews to insure that TRIAD meets the quality standards of the School Board.

- 6.18 YMCA shall submit the grades and credits earned for each student to the School Board and the student's parent/guardian as the grades and credits are earned, at the end of each grading period, or at the date of withdrawal of each student from TRIAD. YMCA shall notify the School Board immediately of any disciplinary proceeding instituted by YMCA against any student at TRIAD which may result in long-term suspension or expulsion from TRIAD. Following the opportunity for notice and hearing to be conducted in accordance with the School Board's rules for expulsions, YMCA shall be entitled to expel from TRIAD any student who is found to be disruptive to the program or who is found to be threatening or intimidating to any other student or employee. YMCA shall also notify the School Board whenever, in the opinion of YMCA, a student is not benefiting from placement at TRIAD.
 - 6.19 YMCA assures that each of its employees assigned hereunder has been fingerprinted by an authorized law enforcement agency and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. Any employee assigned hereunder must meet level 2 screening requirements as described in section 1012.32, Florida Statutes. The results of all such background investigation and fingerprinting, and any updated information disclosing subsequent criminal activity, shall be immediately reported in writing to the Superintendent of Schools.
 - 6.20 YMCA agrees to observe and to be bound by School Board Rules, Policies and Procedures as they apply to teacher-pupil relationships and all other aspects of the TRIAD program herein agreed to by the parties.
 - 6.21 YMCA shall comply with all School Board rules regarding purchasing, ordering supplies from the School Board's warehouse, textbook ordering, the processing of library media materials, and the marking and inventory of fixed assets valued at \$750.00 or greater.
 - 6.22 YMCA agrees that use of School Board site/facilities at 4430 Beneva Road, Sarasota, FL is solely for the purpose of operating the alternative education program known as TRIAD. YMCA shall be responsible for providing all custodial services while it is operating the TRIAD program at the 4430 Beneva Road property.
7. Written procedures of intake, evaluation, dismissal, and transition of students in the TRIAD program that are in compliance with applicable provisions of State Board Rules shall be cooperatively developed between the School Board and YMCA and implemented at TRIAD.
 8. The students at TRIAD shall adhere to a Code of Student Conduct mutually agreed upon by the School Board and YMCA.

9. Supervision and control of the students while in TRIAD shall be the sole responsibility of YMCA.
10. YMCA shall indemnify and hold harmless the School Board from any and all liability for any claims, including attorney fees, demands, or judgments made or recovered against the School Board because of personal injuries or damages suffered by any person arising out of, or incidental to, the performance or failure to perform by YMCA of its obligations hereunder, or arising from the operation of TRIAD as contemplated herein, whether or not such damages or injuries are alleged to have arisen out of the sole or partial negligence of YMCA, its officers, directors, agents, employees, students or invitees. Each party assumes the responsibility for the sole or partial negligence of its own employees, appointees or agents. In addition, YMCA shall indemnify, protect and hold the School Board harmless against all claims and actions brought against the School Board by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by YMCA.

This indemnification and hold harmless agreement shall survive the termination or expiration of this Agreement. YMCA shall notify the School Board of any claim promptly upon receipt of same. The School Board shall have the option to defend, at YMCA's expense, any claims arising under this provision. If the School Board does not choose to hire its own counsel to defend, YMCA shall assume the defense of any such claim and the School Board shall delegate complete authority to YMCA in the defense thereof. Nothing herein shall be construed as a waiver of the School Board's sovereign immunity.

11. YMCA shall maintain at all times during the term of this Agreement, the following insurance coverage:
 - 11.1 Commercial general liability in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate;
 - 11.2 Professional liability in the amount of \$500,000 per each claim, \$2,000,000 aggregate;
 - 11.3 Workers' Compensation pursuant to Florida Statutes;
 - 11.4 Employer's liability.

The School Board shall be named as an additional insured on the commercial general liability on a primary basis with respect to any liability for damages or injuries suffered by any person as a result of the performance or failure to perform by YMCA, its obligations hereunder. YMCA shall provide the School Board with a certificate of insurance evidencing compliance with the terms of this paragraph. Such certificate shall note on its face that the insurer shall notify the School Board, in writing, thirty (30) days prior to the lapse of the insurance.

12. The School Board, through its staff from the referring school, will provide coordination in the development of a transition plan for each entering and exiting student, including an IEP for each ESE student. The development of a revised IEP for entering ESE students, annual IEP reviews and three year re-evaluations will be coordinated with staff from the referring school and School District staff in consultation with TRIAD staff.
13. YMCA may arrange for transportation of TRIAD students through a separate agreement with the School Board's Transportation Services Department or by other means agreeable to the School Board. YMCA may also enter into a separate agreement with the School Board to receive additional transportation services for extracurricular events, field trips, and other activities.
14. YMCA shall comply with the federal requirements for free and reduced price meal service. YMCA may utilize the School Board for the provision of free and reduced price meal service. The parents of students eligible for free or reduced price meals must complete an application and submit it to the School Board's Food and Nutrition Services Department for review and processing. YMCA shall be responsible for picking up meals or may contract with the School Board for delivery. If YMCA desires meal service for students not eligible for free or reduced price meals, the School Board will provide such meals at the regular rate per student. If meal service is utilized, YMCA and the School Board's Food and Nutrition Services Department shall enter into a separate agreement.
- 14.1 IT support shall continue to be cooperatively developed between the School Board and YMCA. The School Board will continue to provide network connection, software support, Active Board support, maintain telephone and intercom system, and support for other instructional services provided through the School Board/Sarasota County network. The YMCA will provide and maintain the remote network connection for the YMCA.
15. This Agreement can be terminated for breach of the covenants set forth herein. Termination of the Agreement for breach shall be effective upon giving ten (10) days written notice of the breach of the Agreement and termination thereof. Additionally, either the School Board or YMCA can terminate this Agreement without cause at any time after giving the other party thirty (30) days written notice. Upon written termination of this Agreement for any reason, YMCA's right of use to the property at 4430 Beneva Road shall cease, YMCA shall vacate the premises, and neither party shall owe the other any further performance under this Agreement.
16. It is mutually understood and agreed that YMCA is at all times acting and performing as an independent contractor in the performance of all obligations hereunder. The School Board shall not withhold, or in any way be responsible for the payment of any federal, state or local income or

occupational taxes, FICA taxes, unemployment compensation or workers compensation contributions or any other payments for or on behalf of YMCA to any of its employees unless specifically set forth herein.

17. YMCA shall, at its own expense, obtain such business or professional licenses as may be required by any local, state, or federal agency in connection with YMCA's business and obligations herein, and shall provide copies of all such licenses to the School Board.
18. This Agreement may be modified or amended only in writing by mutual consent of the parties.
19. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, the rules and regulations of the State Board of Education, and the rules and policies of the School Board. Sole and exclusive jurisdiction for all conflicts and disputes shall be in the County or Circuit Court for the 12th Judicial Circuit in and for Sarasota County, Florida.
20. Any notice given pursuant to this Agreement shall be made by hand delivery or first class mail as follows:

To the School Board:

The School Board of Sarasota County, Florida
Attention: Peggy Wiggins, Director
Academic Intervention Programs
1960 Landings Blvd.
Sarasota, FL 34231

To YMCA:

SARASOTA FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.
Attention: John B. Holcomb
Youth and Family Services
1 South School Ave., Suite 301
Sarasota, FL 34237

21. In the event of a conflict between the terms of the Cooperative Agreement between the parties and this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

BY: _____
Frank Kovach, Chair

Approved for Legal Content
June 13, 2011, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

SARASOTA FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.

BY: _____
Paul Smith, President & CEO