

**AGREEMENT**  
**Between The School Board of Sarasota County, Florida**  
**and**  
**YMCA Children, Youth and Family Services, Inc.**  
**For YMCA Character House**

This Agreement is made and entered into this 2<sup>nd</sup> day of September, 2008, between The School Board of Sarasota County, Florida, a body corporate existing under the laws of the State of Florida (the “School Board”); and YMCA Children, Youth, and Family Services, Inc., a corporate division of the Sarasota Family YMCA, Inc., a Florida not-for-profit corporation (the “YMCA”).

WHEREAS, the YMCA operates a program known as Character House; and

WHEREAS, the YMCA Character House School program is approved by the School Board as an “Alternative School” program (hereinafter interchangeably referred to a “Alternative School” or YMCA Character House) conducting alternative programs of education, training and related services in accordance with State Department of Education Rule 6A-6.0521 and Sections 1001.42 (4)(j) and 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 Character House; and

WHEREAS, the School Board believes that, in accordance with State Board Rule 6.05281(9)(a)(b) F.A.C., the YMCA can meet the educational and training needs of the students at Character House 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 considerations, the parties to this Agreement hereby agree as follows:

1. This Agreement supersedes all prior agreements, specifically including the agreement dated September 2, 2003, and amendment thereto dated August 7, 2007, entered into between the School Board and YMCA for the operation of an Alternative School at Character House and all such agreements are hereby terminated.
2. This Agreement shall be effective September 2, 2008, and be automatically renewed on July 1<sup>st</sup> of each succeeding year unless otherwise terminated at an earlier date by either party as provided for elsewhere in this Agreement.
3. The YMCA shall operate Character House program to serve up to 35 students at any given time, including students' babies, at Character House located at 41 North School Avenue, Sarasota, Florida 34237.
4. The School Board agrees to pay YMCA for services as follows:
  - 4.1 The School Board agrees to pay YMCA for the students enrolled at Character House as if those students were enrolled in a basic program or a special program in a school in the School Board's district, adjusted for the requirement of a 250 day program for students in a DJJ program. The basis of the funding shall be the sum of the School Board's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the School Board's district current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the School Board's district; multiplied by the weighted full-time equivalent students at Character House.
  - 4.2 If Character House's students or programs meet the eligibility criteria in law, YMCA shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation. Federal and State Categorical appropriations will be expended through the appropriate School Board accounts to insure compliance with applicable grant restrictions.

4.3 Total funding for students enrolled in Character House shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the actual WFTE students reported by YMCA during the full-time equivalent survey periods designated by the Commissioner of Education. Additionally, funding to YMCA shall be adjusted during the year as follows:

4.3.1 In the event of a state holdback or a proration which reduces School funding, YMCA's funding will be reduced proportionately.

4.3.2 In the event that the School Board exceeds the state cap for WFTWE for group 2 programs established by the Legislature resulting in unfounded WFTE for the School Board, the YMCA's funding shall be reduced to reflect its proportional share of any unfounded WFTE.

4.4 The School Board shall make every effort to ensure that YMCA receives timely and efficient reimbursement on or about the 15<sup>th</sup> day of each month.

4.5 The School Board shall retain an administrative fee of 5% of the funds generated through the FEFP described above in paragraphs 4.1, 4.2 and 4.3, and an additional \$1,000.00 for the services of a registrar to enter student information on the Automated Student Information Data System.

4.6 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.

5. YMCA shall be responsible for administration of and all decision related to Character House. 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 YMCA shall develop a school improvement plan in compliance with sections 1001.42(16) and 1003.53(2)(b), Florida Statutes, 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.

6.2 All alternative schools, traditionally known as second chance schools, should require all 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 teacher experience.

6.3 YMCA shall document that parents have been notified in writing when a teacher is teaching subject matter which is outside the field in which the teacher is certified.

6.4 YMCA shall provide an instructional day that, at a minimum, is consistent with Florida Statutes. The Character House school year shall include a minimum of 250 days of classroom instruction for students, ten of which may be used for program planning and/or staff training.

6.5 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 of 1972 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 through properly certified or certifiable teachers. 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 District personnel to evaluate students;

(4) notify the School Board when students are in need of a 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. YMCA further agrees to assure that the Character House program is accessible to disabled students and in compliance with the mandates of the Americans with Disabilities Act.

6.6 YMCA shall provide ESOL instruction for those students identified by the School Board as ESOL.

6.7 YMCA shall maintain students records in accordance with State Board Rule 6A-6.05281(2) F.A.C., and Exceptional Student Education, ESOL students 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.

6.8 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 students who are eighteen (18) years of age or older, the rights of access, copies, amendments and hearings as specified in State Board rule 6A-1.955, F.A.C.

6.9 It is understood that all District students transferred to Character House shall remain students of the District for enrollment reporting in accordance with state laws. YMCA shall take daily attendance of all students at Character House. YMCA shall provide weekly attendance records for each student in Character House, including absences, enrollments and withdrawals.

6.10 YMCA shall develop an individual education plan for each student that shall meet the requirements of State Board Rule 6A-6.05281 (4)(a)(b), F.A.C..

6.11 YMCA assures that it complies with the Civil Rights act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of Rehabilitation Act of 1973, and shall at all times comply with local and state standards for the health and safety of students.

6.12 YMCA assures the School Board that it does not discriminate on the basis of race, sex, marital

status, national origin, religion, handicap, or age in the operation of its business or provision of services.

6.13 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.

6.14 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 District's pupil progression plan for promotion and a high school diploma.

6.15 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, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities. The parties will conduct periodic reviews to insure that Character House meets the quality standards of the School Board.

6.16 YMCA shall submit 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 Character House.

6.17 YMCA shall ensure 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 consistent with Florida law. The results of all such background investigations and fingerprinting shall be reported in writing to the Superintendent of Schools.

6.18 YMCA agrees to observe and be bound by School Board Rules, policies and procedures as they apply to teacher-pupil relationships and all other aspects of the Character House program herein agreed to by the parties.

6.19 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.

7. Written procedures of intake, evaluation, dismissal, and transition of students in the Character House program that are in compliance with applicable provisions of State Board Rule 6A-6.05281 F.A.C. shall cooperatively developed between the School Board and YMCA and implemented at Character House.
8. The students at Character House shall adhere to a code of conduct mutually agreed upon by the School Board and YMCA.
9. Supervision and control of the students while in Character House shall be the sole responsibility of YMCA.
10. YMCA shall indemnify and hold harmless, the Sarasota County School Board from any and all liability for any claims, including attorney fees, demands, or judgment 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 Character House as contemplated herein, whether or not such damages or injuries are alleged to have arisen out of the sole or partial negligence of YMCA, or its officers, directors, agents, employees, students or invitees. 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 the YMCA, of 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 on each ESE student. The development of a revised IEP for entering ESE students, annual IEP reviews and three-year re-evaluations coordinated with staff from the referring school and district staff in consultation with Character House staff.

13. The School Board or YMCA can terminate this Agreement without cause at any time after giving the other party thirty (30) days written notice.

14. It is mutually understood and agreed the 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.

15. YMCA shall at, 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.

16. This Agreement may be modified or amended only by mutual written consent of the parties.

17. 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 of the 12<sup>th</sup> Judicial Circuit in and for Sarasota County, Florida.

18. 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.

19. Any notice given pursuant to this Agreement shall be made by hand delivery of first class mail as follows:

To the School Board:           The School Board of Sarasota County, Florida  
  Attention: Lori White, Superintendent  
  1960 Landings Boulevard  
  Sarasota, Florida 34231

To the YMCA:                    Sarasota Family YMCA Inc.  
  YMCA Children, Youth & Family Services, Inc.  
  Attention: Mark Porter, Vice President  
  1084 South Briggs Avenue  
  Sarasota, Florida 34237

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

**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

**BY:** \_\_\_\_\_  
**Dr. Kathy Kleinlein, Chair**

Approved for Legal Content  
August 18, 2008, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: \_\_\_\_\_ASH\_\_\_\_\_

**YMCA CHILDREN, YOUTH AND FAMILY SERVICES, INC.**

**BY:** \_\_\_\_\_  
**Its:** \_\_\_\_\_