

## Agreement for Services

**THIS AGREEMENT** entered into this 2nd day of October, 2007, by and between THE SCHOOL BOARD OF ALACHUA COUNTY, 620 East University Avenue Gainesville, Florida, hereinafter called the "School Board" and THE BOYS AND GIRLS CLUB OF ALACHUA COUNTY, P. O. Box 532, Gainesville, FL 32601, hereinafter called the "Contractor."

**WHEREAS**, the School Board of Alachua County has received a Boys & Girls Club Mentoring Services Grant specifically for after school homework help, tutoring, mentoring, computer assisted instruction and other activities that will help members at four Boys and Girls Club sites – North West, South East, Woodland Park, and Reichert House; and

**WHEREAS**, the Contractor is desirous of implementing and managing such a program at their sites;

Now THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. The Contractor agrees to the following:
  - a. To provide a special project entitled Project Learn in its four learning centers located in North West, South East, Woodland Park, and Reichert House areas of Gainesville. Project Learn will incorporate the following program components; (1) Power Hour, (2) High Yield Learning Activities, (3) Parent and Community Involvement, (4) Computer Assisted Instruction, (5) Collaboration with Public Schools, and (6) Goal Setting and Recognition.
  - b. To administer surveys to collect data for project evaluation.
  - c. To keep complete and accurate records for Project Learn activities including documentation of student and parent participation in Project Learn activities, records and anecdotal data from teachers, parents, and club staff regarding students' attitudes and behavior.
  - d. To provide a final evaluation report to the Supervisor of Project Development
  - e. The Contractor will ensure that
    - 1) All of its employees or agents who provide direct instruction to children under this Agreement will be screened for the minimum requirements under Section 402.305, Florida Statutes. In addition, all of its employees or agents must be fingerprinted and have a criminal background check at the Contractor's expense and in accordance with Sec. 1012.32 and Sec. 1012.465, F.S. Under no conditions should employees of Contractor work with students prior to the successful completion of a fingerprint and background check.

- 2) The Contractor shall comply with all applicable laws, regulations, rules and ordinances of any state or local agency or government, including, but not limited to, any licensure requirements, which apply. The contractor assures that it will practice equal and fair treatment of all students and will not discriminate in the provision of services under this Agreement on the basis of race, creed, sex, national origin, marital status, or disability.
- 3) The Contractor agrees to hold harmless, indemnify, and defend the School Board, its agents, servants, employees, in their official and individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement; this provision shall survive termination of this Agreement and shall be binding upon the parties successors, representatives, and assignees and cannot be waived or varied.
- 4) To provide liability insurance on a comprehensive basis in the amount of \$1,000,000 each claim plus \$1,000,000 aggregate. Upon signing this Agreement, the Contractor shall provide the School Board with a Certificate of Insurance naming the School Board as an additional insured under the policy.

2. The School Board agrees to the following:

- a. Participate with the Contractor in administering the project; including serving as the fiscal agent and submitting required reports.
- b. To administer surveys to collect data for project evaluation.
- c. To provide targeted student data on Florida Writes, FACT, attendance and discipline referrals.
- d. To pay the Contractor up to the sum of \$54,951 as its share of the Boys & Girls Club Mentoring Services Grant for Project Learn. The Contractor shall submit to the Office of Project Development an invoice for actual expenses up to \$18,317 by December 31, 2007, March 31, 2008 and June 30, 2008. Invoices normally will be paid within thirty (30) days of receipt.

3. In the event the State of Florida withholds or reserves any part of the funds of the Boys & Girls Club Mentoring Services Grant allocation to the School Board, the compensation provided for herein will be reduced by an equal amount and the parties will renegotiate the scope of services to be provided hereunder. The Agreement shall begin July 1, 2007 and terminate June 30, 2008.

4. This Agreement may be terminated by either party upon thirty (30) days' written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. Either party upon thirty (30) days' written notice may also terminate this Agreement without cause. Termination of this Agreement may be accomplished only as provided herein. In the event this Agreement is terminated, pro-rated compensation will be made to the Boys & Girls Club of Alachua County for services performed to the date of termination.

The parties designate the following persons to coordinate the implementation of this Agreement.

THE BOYS AND GIRLS CLUB  
OF ALACHUA COUNTY

SCHOOL BOARD OF ALACHUA COUNTY

Keith Blanchard  
Executive Director  
P. O. Box 532  
Gainesville, FL 32602  
352-372-5342

Everett Caudle  
Supervisor, Project Development  
620 East University Avenue  
Gainesville, FL 32601  
352-955-7605

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

THE BOYS AND GIRLS CLUB  
OF ALACHUA COUNTY

SCHOOL BOARD OF ALACHUA COUNTY

By: \_\_\_\_\_  
Keith Blanchard, Exec. Director      Date

By: \_\_\_\_\_  
Virginia S. Childs, Chairperson      Date

ATTEST:

\_\_\_\_\_  
W. Daniel Boyd, Jr.      Date  
Superintendent