

[Boys & Girls Club of St. Lucie County for Truancy Services]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 14th day of June, 2011, between the SCHOOL BOARD OF ST. LUCIE COUNTY, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution (“Board”), and the BOYS & GIRLS CLUB OF ST. LUCIE COUNTY, a non-profit corporation (“Contractor”).

WITNESSETH

1. **PURPOSE.** The Board is the governing body of the School District of St. Lucie County, Florida, which District is in turn a unit of government of the State of Florida. The Contractor agrees to provide certain professional services to the Board through its Truancy Project. The Board and the Contractor agree that the Board will not compensate the Contractor for such services.

2. **AGREEMENT.** The Board agrees to accept from the Contractor, and the Contractor agrees to provide to the Board, professional services subject to the following terms and conditions:

(a) The Contractor agrees to provide professional services to the Board that will reduce school truancy. All services provided by the Contractor in accordance with this Agreement shall be performed by its employees Sherry Siegfried, and Linda Soto, and one part-time position, to be announced, unless the Board agrees, in writing, to the Contractor's substitution of another individual to perform such services.

(b) The Board agrees that the Contractor will fulfill all of the contract requirements. The contract requirements include, but are not limited to, case management of truancy cases at schools to be determined by the Board, data tracking, preparation of data reports to be submitted to the Board, and preparation, processing, presenting Truancy Petitions and follow-up reviews in Truancy Night Court.

(c) The Contractor agrees to provide to the Board an affidavit that all employees, listing them by name and date of birth, providing services to schools, students, and families have been cleared through a criminal background, drug screen, and are not listed on any sexual offender/predator databases. The Contractor further agrees to report any misconduct by employees providing services through this Agreement to the Board before the end of the work day in which the misconduct occurred.

(d) The Board agrees to share student information with the Contractor necessary to intervene, reduce, and eliminate truancy and to submit Truancy Petitions and follow-up reviews to the Circuit Court for the 19th Judicial Circuit. This information includes: school attendance, school health, parent contact information, discipline history, grades, student support team notes and participation and/or referral to exceptional student education or alternative education programs.

(e) The Board and the Contractor agree that personally identifiable information will not be delivered to a third party by the Contractor without the written consent of the parent or guardian on the Board's Release of Personally Identifiable Information form.

(f) The Board and the Contractor agree that the Contractor must report progress towards the reduction of school truancy to the Children's Services Council of St. Lucie County, the funding source for the services provided by the Contractor, and that aggregate data will be used for such reporting. All data submitted to the Children's Services Council will also be submitted to the Board.

(g) The Contractor agrees that a record of truancy intervention in cases will be forwarded to the Board and to the school.

3. **CONTRACT MANAGER.** The Contract Manager for the Board is Dory Webber. The Contract Manager for the Contractor is Terry Roberts. The parties shall direct all matters arising in connection with the performance of this Agreement, other than notices, to the attention of the Contract Managers for attempted resolution or action. The Contract Managers shall be responsible for overall resolution, action, coordination, and oversight relating to the performance of this Agreement.

4. **TERM.** The term of this Agreement shall be from July 1, 2011, though and including June 30, 2012, unless renewed in accordance with paragraph 9 below, provided, however, and notwithstanding any other provision, this Agreement may be terminated by either party with or without cause upon 30 days written notice.

5. **CONSIDERATION.** The parties agree that the consideration for this Agreement shall be, for the Board, the professional services provided by the Contractor, and that there will be no compensation paid to the Contractor by the Board.

6. **PUBLIC RECORDS.** The Contractor shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Ch. 119, Fla. Stat., and made or received by the Board in conjunction with this Agreement.

7. **CONTRACTOR RESPONSIBILITY.**

(a) The Contractor is an independent contractor and is not an employee or agent of the Board. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Board, on the one hand, and the Contractor and its employees, agents, or subcontractors, on the other, during or after the performance of this Agreement. The Contractor shall take the whole responsibility and shall bear all losses resulting to it on account of errors or omissions.

(b) The Contractor shall comply with all applicable provisions of safety laws, rules, ordinances, regulations, and orders of duly constituted public authorities and agencies exercising regulatory authority over it. The Contractor assumes all risk of loss,

damage, and destruction to all of its materials, tools, appliances, property of every description, and that of its respective employees or agents or subcontractors and each of their respective employees or agents, and injury to or death of its employees or agents, subcontractors, or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Agreement.

(b) Any and all personally identifiable records of a student are confidential, and the Contractor shall access such records in the course of providing professional services under this Agreement only if and to the extent the Contractor or the Contractor's employee has a legitimate educational interest in the information contained in such records. The Contractor shall implement operating practices and procedures that will (i) maintain the confidentiality and assure the physical security of all student records accessed and used in the course of providing professional services under this Agreement; (ii) prohibit the release or disclosure of such records to anyone except authorized Board personnel, (iii) prevent any unauthorized access to such records, and (iv) preclude the unauthorized use, release, or disclosure of the information contained in such records.

(c) The Contractor agrees forever to save and keep harmless and fully indemnify the Board, its officers, employees, and agents of and from all losses, liabilities, damages, claims, actions, legal proceedings, settlements, judgments, recoveries, costs, and expense because of loss of, or damage to, property, or injury to or deaths of persons in any way arising out of or in connection with the performance of this Agreement and attributable to the negligence or other wrongful conduct of the Contractor or its employees, agents, or subcontractors, including but not limited to any loss or action resulting from the failure of the Contractor to comply with its obligations under this Agreement.

8. **INSURANCE.** The Contractor shall maintain insurance, through the term of this Agreement, as follows:

(a) Commercial General Liability Insurance, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage - any 1 fire	\$100,000
Medical expense - any 1 person	\$10,000

(b) Business Automobile Liability for any auto (all owned, hired, and non-owned autos) with a combined single limit of not less than \$1,000,000. In the event Contractor does not own any automobiles, the Board will accept proof of hired and non-owned Auto Liability only.

(c) Worker's Compensation Insurance with limits equal to Florida statutory requirements, or a certificate of exemption from such requirement. Employer's Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum.

(d) Professional Liability (Errors & Omissions Liability) including coverage for corporal punishment and sexual misconduct, with limits of at least \$1,000,000 each claim and in the aggregate.

(e) Certificates of all insurance shall be provided to and approved by the Contract Manager for the Board prior to the term of this Agreement commencing as provided in paragraph 4 above. The Board shall be listed as an Additional Insured under both the General Liability and Auto Liability Insurance Policies. The policies must be specifically endorsed to grant the District the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement must be attached to the certificate of insurance. A waiver of subrogation shall be provided under the General Liability, Auto Liability, and Worker's Compensation Insurance Policies. Coverage applies on a primary basis.

9. **RENEWAL OR EXTENSION.** This Agreement may be renewed or extended for successive terms of one year each upon written agreement of the parties.

10. **NONDISCRIMINATION.** The Contractor covenants and agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, or disability (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin, or ancestry.

11. **AUDIT.** The Contractor agrees that until the expiration of three years after the termination of this Agreement, the Board and any of its duly authorized representatives shall have access to and the right to examine any and all directly pertinent books, documents, papers, and records of the Contractor involving transactions and business related to this Agreement. All required records shall be maintained until an audit is completed and all questions arising from such audit are resolved, or until three years after completion of all work under this Agreement.

12. **VERIFICATION OF EMPLOYMENT STATUS.** The Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

13. **ASSIGNMENT.** The Contractor shall not assign this Agreement to any other person or firm without first obtaining the Board's written approval.

14. **ATTORNEYS' FEES AND COSTS.** In the event either party defaults in the performance of any of the terms, covenants, and conditions of this Agreement, the defaulting party agrees to pay all damages and costs incurred by the other party, including reasonable attorneys' fees.

15. **NOTICES.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, and addressed as follows:

If to the Board:
Bill R. Tomlinson, Asst. Superintendent
Student Services and ESE
School District of St. Lucie County
4204 Okeechobee Road
Ft. Pierce, FL 34947

With copies to:
Dory Webber

If to the Contractor:
Norman Penner
Boys & Girls Club of St. Lucie County
607 North 7th Street
Ft. Pierce, FL 34950

With copies to:
Terry Roberts

16. **INDULGENCE NOT WAIVER.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time of the breach or failure occurs, or at any time throughout the term of this Agreement.

17. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties. This Agreement may only be amended by written document, properly authorized, executed, and delivered by both parties.

18. **INTERPRETATION; VENUE.** This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

* * *

IN WITNESS WHEREOF, the Board has subscribed and the Contractor has affixed its name and seal on the date first above-written.

ATTEST:

**SCHOOL BOARD OF ST. LUCIE
COUNTY, FLORIDA**

MICHAEL J. LANNON, Superintendent
and Ex Officio Secretary

By: _____
KATHRYN HENSLEY, Chair

(Seal)

CONTRACTOR:

ATTEST:

BOYS & GIRLS CLUB OF ST. LUCIE COUNTY

By: _____

Print Name _____

Print Name: Norman Penner, Executive Director

Boys & Girls Club of St. Lucie County

(Seal)