

Contract

This Contract is entered into this ____ of _____, 2012, between **CHILDREN FIRST, INC.** and **The School Board of Sarasota County (The Board)**. This contract involves the provision of Head Start services for children and families in the area of early childhood education. The parties agree to the following:

The Head Start services will be provided at Emma E. Booker Elementary and Brentwood Elementary; two classrooms at Emma E. Booker Elementary and one classroom at Brentwood Elementary.

1. **Children First** is responsible for the following:
 - To provide Head Start Services for three classrooms, two at Emma E. Booker Elementary and one at Brentwood Elementary. To work with **The Board** to ensure the completion of enrollment, contract, and program plan.
 - To review **Children First** Policies and Procedures, and incorporate existing policies to meet standards of both programs.
 - To pay to **The Board** \$1,900 for each classroom for a total of \$5,700, payable in one lump sum to The Board on or before December 1, 2012.
 - To provide a comprehensive liability insurance policy in the minimum amount of \$1,000,000.00 per occurrence, naming **The Board** as an additional insured. As evidence of such insurance coverage, **Children First** shall furnish **The Board** with a Certificate of Insurance prior to commencing services under this Contract.
 - To assure that all volunteers, employees or agents who will be present on school grounds will be fingerprinted and have their backgrounds checked as provided by Florida law. **Children First** will furnish the results of all background checks to **The Board** before any of its volunteers, employees or agents will be permitted on school grounds while students are present. **Children First** will further immediately furnish to **The Board** any notifications of arrests it receives with respect to volunteers, employees or agents who are present on school grounds. **Children First** will bear the cost of the fingerprinting/background checks. **The Board** has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by **The Board** pursuant to Florida law.
 - **Children First** shall hold harmless, indemnify, and defend **The Board**, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from **The Board**, its agents or employees, in their official or 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 Contract. Nothing in this Contract shall be deemed to constitute a waiver of sovereign immunity on the part of **The Board** or to affect, limit, or reduce the protection from suit afforded to **The Board** under Florida law. This provision shall survive termination of this Contract and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

2. **The Board** is responsible for the following:
 - To maintain an appropriate self insurance fund as permitted by Florida law.
 - To provide **Children First** two classrooms for the provision of Head Start services at Emma E. Booker Elementary and one classroom at Brentwood Elementary.
3. Both Parties agree:
 - With respect to Children First's use of the classrooms, **The Board** will pay for normal water consumption, sewer service, trash collection and electricity. **Children First** agrees to pay the cost of its telephone. **Children First** shall pay all occupational licenses or other obligations attributable to the operation of Children First's business on the premises.
 - The term of this Contract shall be from June 15, 2012 through June 6, 2013. Either party may terminate this Contract at any time without cause by giving thirty days written notice to the other party.
 - There will be no cost to **The Board** for **Children First** providing the Head Start services hereunder.
 - That **Children First** is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
 - This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
 - Any additions, changes, deletions or modifications to this Agreement must be agreed upon in writing by both parties.

The parties have executed this Contract the day and year above written.

Philip Tavill Date
 President & CEO
 Children First, Inc.

Caroline G. Zucker, Chair Date
 The School Board of Sarasota County, Florida

Approved for Legal Content
 May 8, 2012, by Matthews, Eastmoore,
 Hardy, Crauwels & Garcia, Attorneys for
 The School Board of Sarasota County, Florida
 Signed: ASH