

**AGREEMENT FOR SERVICES
BETWEEN
VESTCOR, INC., d/b/a RILEY CHASE APARTMENTS, NORTH PORT, FLORIDA
And
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

This Agreement is entered into this 1st day of September, 2009, effective August 1, 2009, by and between VESTCOR, INC., d/b/a Riley Chase Apartments, 1015 Panacea Blvd., North Port, FL 34287, hereafter referred to as Riley Chase, and The School Board of Sarasota County, Florida, 1960 Landings Boulevard, Sarasota, Florida, 34231, hereinafter referred to as School Board.

PURPOSE

The purpose of this Agreement is to delineate the relationship and responsibilities of the School Board and Riley Chase in regard to the 21st CCLC grant during the project period of August 1, 2009 to July 31, 2010. Riley Chase has previously received sufficient grant dollars through a Contract for Services by Independent Contractor for \$38,807.50 and will, pursuant to the grant, administer the following responsibilities:

RILEY CHASE RESPONSIBILITIES

1. Hold harmless, indemnify and defend the School Board, its agents, servants, and employees, in their official or individual capacity, from any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the School 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 Agreement. This provision shall survive termination of this Agreement and be binding on the parties, successors, representatives and assigns, and cannot be waived or varied. Nothing in this Agreement is intended to waive any sovereign immunity to which the School Board may be entitled.
2. Provide a minimum of \$500,000 comprehensive general liability insurance naming the School Board as an additional insured.
3. All activities herein will take place at the Riley Chase Apartment Complex at 1015 Panacea Blvd., North Port, FL 34287 unless otherwise stated.
4. Participate in the 21st Century Community Learning Center Advisory Committee meetings as called by Project Manager.
5. Will serve a minimum of 50 individual students K-12 with an adult to student ratio of not more than 10:1.
6. Provide a minimum of 12 hours per week of student activities as required by the 21st Century Community Learning Centers Grant.

7. Provide daily scheduled homework assistance and tutoring, prevention programming, health/nutrition programming and other programs to meet stated grant objectives.
8. Be legally responsible for the children under their care at this site and during field trips scheduled through this site during the hours designated as 21st CCLC program time. Ensure appropriate and timely return of children to identified parent or guardian.
9. Hire a qualified Site Coordinator and provide appropriate remuneration as specified in the grant.
10. Provide sufficient and qualified Program/Instructional Personnel to meet the activities specified in the grant.
11. Be responsible for working with the School Board in assuring that any instructors have been fingerprinted and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. The results of all background investigations and fingerprinting will be reported in writing to the Riley Chase Apartment Manager, Site Manager and the Superintendent of Schools. 21st CCLC personnel will be processed using the same procedures as other non-school board personnel working with students. The background checks will be paid for by Riley Chase. Funds contracted to Riley Chase for grant activities may be used to pay for the fingerprinting.
12. Procure and provide nutritious snacks to students daily during days of program at no cost to students or School Board. These snacks may not be purchased using 21st Century Community Learning Center funds.
13. Provide appropriate and sufficient instructional and support materials for programs.
14. Provide facility usage – Community Center with Kitchen, computer lab, reading library and other community recreational areas.
15. Provide additional staff and administrative support as needed.
16. Provide sufficient capital equipment for students to be successful – computers, printers, and copiers.
17. Provide business services such as printing, marketing and advertising.
18. Manage time, materials and equipment effectively.
19. Establish and maintain effective and efficient record keeping procedures as called for by the Project Manager. Records must be in the format that is needed to comply with the grant requirements.

20. Prepare all required reports and maintain all appropriate records in a timely manner and in a format acceptable by the School Board to meet state and Federal guidelines.
21. Provide monthly invoices to the School Board with an accounting of funds by object code as detailed in the grant.
22. Use effective student behavior management techniques.
23. Assist in enforcement of Riley Chase Apartment rules, administrative regulations and School Board policies.
24. Perform other incidental tasks consistent with the goals and objectives of the 21st Century Community Learning Center grant.
25. Provide transportation approved by Project Manager and in compliance with transportation regulations for the transport of students for participation in field trips and other off-site events.

SCHOOL BOARD RESPONSIBILITIES

1. Provide overall fiscal management of grant funds.
2. Assist in hiring on-site coordinators and academic instructors.
3. Assist with curricular development, instructional monitoring and provide the external evaluation services for grant monitoring.
4. Prepare all state and federal required grant reports with input from Riley Chase staff.
5. Assist the Riley Chase Program Manager/Director in assuring that any instructors or staff working with the 21st Century Community Learning Center program have been fingerprinted and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. The results of all background investigations and fingerprinting will be reported in writing to the Riley Chase Apartment Manager, Site Coordinator, and the Superintendent of Schools. 21st CCLC personnel will be processed using the same procedures as other non-school board personnel working with students. The background checks will be funded through the funds contracted to Riley Chase for the implementation of this program.
6. Provide the Site Coordinator appropriate training and guidance on documentation and data collection required.
7. Be responsible for monitoring this program to assure that programmatic components are implemented in compliance with related laws and regulations and according to the job description outlined herein.

8. Assist in recruiting student and adult participants and coordinating planned activities, and provide access to students for guidance and assessment, and field trips.
9. Provide appropriate office space for the Project Manager at a designated facility.

TERMS OF THIS AGREEMENT

This Agreement shall be effective as of August 1, 2009, and remain in effect through July 31, 2010. This Agreement may be modified only with the written consent of both parties. Any party hereto may terminate this Agreement at any time without cause upon written notice to either the School Board Director of Academic Intervention Programs or the Project Manager/Director thirty (30) days in advance of the desired date of cancellation. In the event that this Agreement is terminated prior to July 31, 2010, Riley Chase shall refund to the School Board a prorated portion of the grant funds previously received.

In the event that the Contract Manager determines, based on periodic performance reviews and audits, a lack of compliance with the parameters of this Agreement, that will constitute cause for immediate termination of this Agreement and return of prorated grant funds.

Participants agree that no additional funds will be transferred to Riley Chase Apartments for the implementation of the 21st Century Community Learning Center program.

Signatures:

 by _____, _____
 (print name) (title)
 VESTCOR INC., d/b/a Riley Chase Apartments

 Date

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

 Date

Approved for Legal Content
 August 17, 2009, by Matthews, Eastmoore,
 Hardy, Crauwels & Garcia, Attorneys for
 The School Board of Sarasota County, Florida
 Signed: _____ASH

