

**AGREEMENT FOR SERVICES  
BETWEEN  
THE BOYS & GIRLS CLUBS OF SARASOTA COUNTY (NORTH COUNTY)  
And  
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

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This Agreement is entered into this 15<sup>th</sup> day of September, 2009, by and between the Boys & Girls Clubs of Sarasota County, P.O. Box 4068, Sarasota, FL 34230 hereinafter referred to as the Boys & Girls Clubs 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 of Sarasota County and the Boys & Girls Clubs in regard to the North County 21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> CCLC) grant during the project period of 8/01/2009 to 7/31/2010. The Boys and Girls Clubs have previously received sufficient grant dollars through a Contract for Services by Independent Contractor for provision of services to students under an earlier 21<sup>st</sup> CCLC grant and will, pursuant to the receipt by the School Board of sufficient grant funding, administer and perform the following responsibilities under the new grant:

**THE BOYS & GIRLS CLUBS 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. Nothing herein shall be deemed to constitute a waiver of sovereign immunity on the part of the School Board to affect, limit, or reduce the protections from liability afforded the School Board under Florida law. This provision shall be binding on the parties, successors, representatives and assigns, and cannot be waived or varied.
2. Provide a minimum of \$500,000 comprehensive general liability insurance naming the School Board as an additional insured.
3. Assure that all activities herein will take place at the *Lee Wetherington* Boys & Girls Club facility at 3100 Fruitville Road, Sarasota, FL 34237 or the *Roy McBean* Boys & Girls Club facility at 1790 21<sup>st</sup> Street, Sarasota, FL 34236 and at designated 21<sup>st</sup> CCLC schools, Community Based Organization (CBO) and Faith Based Organization (FBO) sites as approved by the School Board Contract Manager unless otherwise stated.
4. Participate in the 21<sup>st</sup> Century Community Learning Center Advisory Committee meetings as called by Project Manager and/ or Contract Manager.

5. Serve a minimum of 6 school-based sites (**Emma E. Booker Elementary, Alta Vista Elementary, Gocio Elementary, Tuttle Elementary, Wilkinson Elementary, Booker Middle School**) and CBO sites as negotiated to meet grant parameters. The program will include tutoring, mentoring, and enhancement activities as detailed in the grant, as well as a family literacy component. An anticipated adult to student ratio maintained in after school instructional settings will not exceed 1:15 for academic enrichment. Adult to student ratios for other enrichment activities will follow specific Boys and Girls Club activity guidelines to assure appropriate supervision.
6. Provide services for a minimum of 12 hours per week at all program sites of student activities as required by the 21<sup>st</sup> Century Community Learning Centers Grant.
7. Provide at every site daily scheduled homework assistance and tutoring, prevention programming, health/nutrition programming and other programs to meet stated grant objectives.
8. Maintain legal responsibility for the children under their care at this site and during field trips scheduled through this site during the hours designated as 21<sup>st</sup> CCLC program time.
9. Hire qualified Site Coordinators with Principal input and approval 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 and determined by the Project Manager and Contract Manager.
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 Director of Boys & Girls Clubs, Site Coordinator, and the Superintendent of Schools. 21<sup>st</sup> CCLC personnel will be processed using the same procedures as other non-School Board personnel working with students. The Boys & Girls Clubs will pay for the background checks. Funds contracted to The Boys & Girls Clubs for grant activities may be used to pay for the fingerprinting.
12. If funds allow, provide summer programming through July 31, 2010, to include academic tutoring.
13. Procure and provide nutritious snacks to students daily at no cost to students or The School Board. These snacks may not be purchased using 21<sup>st</sup> Century Community Learning Center funds.
14. Provide, through cooperation with participating schools and agencies, appropriate and sufficient instructional and support materials for programs.
15. Provide, through cooperation with participating schools and agencies, appropriate facility usage – quiet study rooms, gym, game rooms, art room, and technology center, outside fields and playground, and any other space as needed.

16. Provide, through cooperation with participating schools and agencies, sufficient capital equipment for students to be successful (computers, printers, and copier use).
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 and grant evaluators.
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 for reimbursement on a monthly basis as established between the Project Manager and the School Board Contract manager. Funds to be disbursed under this Agreement shall not exceed \$545,866.00 as specified in the grant budget.
22. Use effective student behavior management techniques.
23. Assist in enforcement of Boys & Girls Clubs rules, administrative regulations and School Board policies.
24. Perform other incidental tasks consistent with the goals and objectives of the 21<sup>st</sup> Century Community Learning Center grant.
25. Coordinate 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.
26. Consult on a regular basis with School Board Contract Manager.
27. Prepare all state and federal required grant reports with input and approval from the Contract Manager.

### **THE SCHOOL BOARD RESPONSIBILITIES**

1. Provide overall fiscal management of grant funds.
2. Provide appropriate student transportation services to participating students, schools and agencies in accordance with Transportation Department rules and guidelines within the budgetary constraints of the grant funding.
3. Assist in hiring on-site coordinators and academic instructors.

4. Assist with curricular development, instructional monitoring and provide assistance with the external evaluation services for grant monitoring.
5. Assist the Boys & Girls Clubs Program Manager in assuring that any School Board instructors or staff working with the 21<sup>st</sup> 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 result of all background investigations and fingerprinting will be reported in writing to the Director of the Boys & Girls Club, Site Coordinator, and the Superintendent of Schools. 21<sup>st</sup> 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 the Boys & Girls Clubs for the implementation of this program.
6. Provide the Program Manager 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.

**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 Project Manager or Site Coordinator thirty (30) days in advance of the desired date of cancellation. In the event that this Agreement is terminated prior to July 31, 2010, the Boys & Girls Clubs 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 the this Agreement and return of prorated grant funds.** Participants agree that no additional funds will be transferred to the Boys & Girls Clubs for the implementation of the 21<sup>st</sup> Century Community Learning Center program.

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Boys & Girls Clubs of Sarasota County

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Date

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

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Date

Approved for Legal Content  
September 2, 2009, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH