

**SERVICE AGREEMENT**

between

**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

and

**AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.**

regarding

***FOSTER GRANDPARENT PROGRAM***

THIS AGREEMENT, made and entered into by and between AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC., a non-profit corporation, hereinafter referred to as the "Contractor"; and SCHOOLS BOARD OF PALM BEACH COUNTY, FLORIDA, hereinafter referred to as the "Board".

WITNESSETH:

WHEREAS, the Contractor and the Board believe that the Foster Grandparent Programs are of benefit to the students of Palm Beach County, Florida;

NOW, THEREFORE, for and in consideration of, the promises and benefits flowing to each other, the parties hereto do mutually agree as follows:

ARTICLE I

The parties agree that the foregoing recitals are true and incorporated herein by reference.

ARTICLE II

TERMS AND DUTIES

2.1 This agreement shall commence on April 19, 2006 through June 30, 2011, unless otherwise amended, extended or terminated by the parties hereto and each party agrees and covenants to comply with the terms and provisions of the Agreement.

2.2 If the Contractor's corporate structure changes, the Board reserves the right to review documents filed with state authorities pertaining to this change.

2.3 If the Contractor shall fail to comply with the terms and provisions of this Agreement or fail to provide records, statistics, or reports documenting the services provided, the Board may terminate this Agreement upon giving the Contractor no less than thirty (30) days written notice of termination. The Board, reserves the right to terminate this contract at any time and for any reason, upon giving thirty (30) days notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The District will only be required to pay that amount of the contract actually performed to the date of termination.

2.4 An annual audit report of services will be provided to the Board before the submission of each new proposed contract. This annual audit report will verify the number of Foster Grandparents (low income senior citizens recruited and placed by Area Agency on Aging of Palm Beach/Treasure Coast, Inc., to provide individual assistance to children with special needs, and the number of students supported during the previous year.

- 2.5 The annual results of an outcome based evaluation using quantifiable and qualitative goals and objectives will be provided to the Board by September 30 each year through 2011.
- 2.6 It is further agreed that no modification, amendment or alteration in the provisions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 2.7 Contractor and foster grandparents shall at all times comply with FERPA and all state and federal laws regarding student confidentiality.
- 2.8 Notices as to the Area Agency on the Aging of Palm Beach/Treasure Coast, Inc. regarding the Foster Grandparent program shall be sent to:

Robert McFalls, Chief Executive Officer  
Area Agency on Aging of Palm Beach/Treasure Coast, Inc.  
1764 N. Congress Avenue, Suite 201  
West Palm Beach, Florida 33409

Notices to the School Board shall be sent to:

Superintendent of Schools  
The School Board of Palm Beach County, Florida  
3300 Forest Hill Blvd.  
West Palm Beach, Florida 33406

ARTICLE III  
SERVICES

The Contractor agrees:

- 3.1 To provide Foster Grandparents aged 60 and over, on a part-time basis for supportive person-to-person services to children having special needs. The contractor will be responsible for performing background checks on the Foster Grandparent and ensure that all Foster Grandparents are qualified to work with children. The individuals identified by the Contractor and provided to the Board, as Foster Grandparents shall be volunteers and shall not be employees of the contractor unless such individual satisfies the requirements of paragraph 3.2 below. The Foster Grandparent, under the professional supervision of school district personnel, gives personal attention to individual children 20 hours per week and functions in a supportive relationship. Foster Grandparents serve children with special needs in Pre-K through 3rd grade, as identified by school/center personnel, included but not all inclusive in the following categories:
- a) academically at-risk students
  - b) exceptional education students
  - c) English for speakers of other language students
  - d) others, such as abused or neglected students
- 3.2 All individuals, vendors, or entities under contract with the Board and their employees who are permitted access on school grounds when students are present, who will have access to or control of school funds must be fingerprinted and background checked. Such individuals agree to undergo a background check and fingerprinting when he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of such individuals.

Any person meeting the requirements above shall not begin providing services contemplated by this Agreement until Consultant receives notice of clearance by the Board. The Board nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. Consultant agrees that either the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime delineated in Florida Statute §435.04 will have contact with children or any student of the Board.

- 3.3 To retain full responsibility for the management and fiscal control of the Foster Grandparent Program.
- 3.4 To recruit and place new Foster Grandparents at sites and with students that meet the criteria designated in Article 3.1 of this agreement.
- 3.5 To assure that there will be no educational barriers in the selection of the Foster Grandparents.
- 3.6 To designate a liaison person with the Board.
- 3.7 To furnish accident and liability insurance coverage at the rate of \$1,000,000 combined single limit, general liability insurance at the rate of \$2,000,000 for general aggregate and \$1,000,000 for personal injury, and professional liability insurance at the rate of \$1,000,000.
- 3.8 To assure that the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. will arrange Foster Grandparent appeals procedure to resolve problems arising between the Foster Grandparent and the contractor.
- 3.9 To assign Foster Grandparents to daily service in schools/centers selected in cooperation with the Board according to school and student needs as set forth in Article 3.1 of this agreement.
- 3.10 To specify activities to be performed by the Foster Grandparents, as set forth by the Corporation of National Service (federal governing agency) in cooperation with principals and teachers of individual schools. Inappropriate activities include: serving in staff roles, performing household or custodial functions, serving as babysitters, acting as substitute teachers or teacher aides, providing respite care for parents/guardians, supervising other Foster Grandparents, and performing any services for which the Board is receiving compensation from any source.
- 3.11 To provide 40 hours of orientation and four hours of monthly in-service training for Foster Grandparents with assistance from school personnel where necessary.
- 3.12 The contract will be construed in accordance with Florida Law and Venue in Palm Beach County.

The Board agrees:

- 3.13 To serve as a Foster Grandparent Volunteer Station.
- 3.14 To designate a liaison person with the Contractor.

- 3.15 To assure that the service location shall be in conformity with the State Uniform Building Code for Public Educational Facilities.
- 3.16 To cooperate in the assignments, orientation, and in-service instructions where necessary of the Foster Grandparents.
- 3.17 To select and provide the children to be served, assuring that individual help is given to the children selected.
- 3.18 To designate appropriate service space for use by the Foster Grandparents in their activities with their assigned children.
- 3.19 To assure compliance with the purpose of the Foster Grandparent Program to: render supportive person to person services to children having special needs and further, assure that Foster Grandparents will not be utilized for any duty other than working with students.
- 3.20 To assure that only the Foster Grandparent Coordinator and VIPS Coordinator, together, may reassign or transfer a Foster Grandparent from one school/center to another.
- 3.21 To invite other program funding agencies to collaborate on program review and evaluation.

#### ARTICLE IV

##### FEES

- 4.1 Fees are payable by the Board to the Contractor as a contribution rate of \$20,000, per year, in order to continue Foster Grandparent's services as described in Article III.
- 4.2 Payment shall be made annually for the contract period April 19, 2006 – June 30, 2011.
- 4.3 This document shall be executed in two (2) counterparts, each of which shall be deemed a duplicate original.

#### ARTICLE V

Neither party shall discriminate against any employee or participant in this program because of race, age, religion, color, gender, national origin, marital status, physical or mental disability. Affirmative action shall be taken to ensure equal treatment without regard to race, age, religion, color, gender, national origin, marital status, physical or mental disability or other considerations arising from the Americans with Disabilities Act.

#### ARTICLE VI

Area Agency on Aging of Palm Beach/Treasure Coast, Inc. shall, in addition to any other obligation to indemnify the Palm Beach County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of Area Agency on Aging of Palm Beach/Treasure Coast, Inc. , or anyone directly

or indirectly employed by them, or of anyone who may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by Area Agency on Aging of Palm Beach/Treasure Coast, Inc. or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Area Agency on Aging of Palm Beach/Treasure Coast, Inc. under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by Area Agency on Aging of Palm Beach/Treasure Coast, Inc. Area Agency on Aging of Palm Beach/Treasure Coast, Inc. recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement." "The School Board recognizes its respective liability for certain tortious acts of their agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the School District has under said statute.

IN WITNESS WHEREOF, AREA AGENCY ON AGING PALM BEACH/TREASURE COAST, INC. REGARDING FOSTER GRANDPARENTS PROGRAM signing by and through its Executive Director; and the SCHOOL BOARD signing by and through its Chairperson and Superintendent of Schools authorized to execute same by action of the School Board of Palm Beach County, Florida, hereby execute this Agreement on the dates subscribed hereunder.

AREA AGENCY ON AGING  
PALM BEACH/TREASURE COAST, INC.  
REGARDING  
FOSTER GRANDPARENT PROGRAM

THE SCHOOL BOARD OF  
PALM BEACH COUNTY

By: Robert McFalls  
Robert McFalls  
Chief Executive Officer

By: \_\_\_\_\_  
Thomas E. Lynch  
Chairperson

Date: 3/20/06

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Arthur C. Johnson, Ph.D.,  
Superintendent of Schools

Date: \_\_\_\_\_

Approved as to form:

[Signature]

Name of Attorney