

**Agreement between the School Board of Palm Beach County
and the Kids In New Directions (KIND Program, inc.)**

THIS AGREEMENT is entered into this July 19, 2006 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and KIDS IN NEW DIRECTIONS (KIND PROGRAM, inc.) hereinafter referred to as "KIND" and is for the purpose of providing funding for the 21st Century Community Learning Center out of school programs.

NOW, THEREFORE, the Board and KIND agree as follows:

1. TERM

The term of this Agreement shall commence on July 20, 2006 and shall end on June 30, 2007.

2. PAYMENT

KIND agrees to pay School Board \$58,000 for a full-time Champs Program Specialist position, provide funding for part-time lead teachers in the programs and funding for student scholarships and materials for participating school sites.

3. INDEPENDENT CONTRACTOR

KIND is, for all purposes arising under this Agreement, an independent contractor. KIND and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of KIND or Board shall be deemed an officer, agent or employee of the other party. Neither KIND nor Board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

4. INDEMNIFICATION/HOLD HARMLESS

KIND 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 KIND, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them 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 KIND 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 KIND 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 KIND. KIND 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.

5. AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the School Board.

6. ASSIGNMENT

Neither KIND nor the Board may assign or transfer any interest in this Agreement without the prior written consent of the other party.

7. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

8. TERMINATION

The Board reserves the right to terminate this contract at any time and for any reason, upon giving thirty (30) days written notice to the other party.

9. LEGAL REVIEW

The parties hereto represent that they have reviewed the Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.

KIDS IN NEW DIRECTIONS (KIND PROGRAM, inc.)

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

By: _____
NATALIE CWICK
KIND Executive Director

By: _____
THOMAS E. LYNCH
Chairman of the Board

Reviewed and Approved by:

Attest:

By: _____
ARTHUR C. JOHNSON, Ph.D.
Superintendent of Schools

Kristen 7/10/06
**Reviewed and Approved
as to Legal Sufficiency**