

CONTRACT FOR THE
PURCHASE OF PROFESSIONAL OR TECHNICAL SERVICES

THIS CONTRACT is entered into on August 16, 2007, between the School Board of Palm Beach County, Florida, hereinafter referred to as the "School Board," and the Palm Beach County Literacy Coalition, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "Literacy Coalition" and is for the purpose of providing a collaborative family literacy program to serve families in Belle Glade, Pahokee and South Bay.

SECTION I – DURATION OF CONTRACT

This contract shall be for the period beginning August 16, 2007 through June 30, 2009.

SECTION II – THE LITERACY COALITION AGREES AS FOLLOWS:

1. To provide a trained staff member to serve as instructor/coordinator of the Tri-City Family Literacy Program.
2. To provide the Tri-City Family Literacy Program through cooperative agreements with agencies in Belle Glade, Pahokee and South Bay.
3. To recruit adults with pre-school and school-age children to participate in the Tri-City Family Literacy Program.
4. To provide statistical information on the number and progress of adult participation in the Tri-City Family Literacy Program.
5. To collect and submit participant data and submit invoices to the School Board, which will include (a) an invoice date (b) and invoice number (c) the dates of service (d) a general description of services.
6. The Literacy Coalition shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its 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 the Literacy Coalition, or anyone directly or indirectly employed by it, 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 the Literacy Coalition 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 the Literacy Coalition under workers' compensation acts; disability benefit acts, other employee benefits acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the School Board to enforce this Contract shall be borne by the Literacy Coalition. The Literacy Coalition 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 Contract.

SECTION III – THE SCHOOL BOARD AGREES AS FOLLOWS:

1. To pay the Literacy Coalition up to \$35,000 per year for expenses related to the operation of the Tri-City Family Literacy Program. Funding will be provided through Performance Based Funding generated from K12 Curriculum, Adult and Community Education Department.
2. That staff members of the K12 Curriculum, Adult and Community Education Department will provide appropriate training to the Literacy Coalition's staff member(s) for counseling, instructional and follow-up services for adults.
3. To collect the Performance Based Funding generated by the participants of the program.
4. The Board recognizes its liability for certain tortious acts of its agents, officers, and employees to the extent and limit provided in 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the Board may possess and reserves all such rights as against any and all claims that may be brought under this Contract.

SECTION IV – THE LITERACY COALITION AND THE SCHOOL BOARD AS FOLLOWS:

1. That no other representations or promises shall be binding on the parties except these representations and promises contained in this Contract or in some future writing signed by both parties stating such representations or promises.
2. That this Contract shall not be amended except in writing and duly executed by both parties.
3. That this Contract shall be governed by and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County, Florida.
4. That the failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any insistence.
5. 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 School Board will be relieved of all obligations under said Contract. The Board will only be required to pay that amount of the Contract actually performed to the date of termination.
6. This Contract may not be assigned without written consent of the non-assigning party.
7. Both parties agree to adhere to all federal and state laws governing the confidentiality of student records.

PALM BEACH COUNTY LITERACY
COALITION, INC.

Darlene Kostrub,
Executive Director

(Witness)

THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA

William Graham, Chairman

Arthur C. Johnson, Ph.D., Superintendent

Reviewed and approved by the Office of
Chief Counsel:

 7-9-07
