

AGREEMENT

THIS AGREEMENT made and entered into this 10/8/2013 by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and THE BOYS AND GIRLS CLUB OF THE SUNCOAST.

WITNESSETH:

WHEREAS, the BOARD is committed to providing an appropriate course credit recovery program to assist students behind in credits to graduate on time; and

WHEREAS, the BOARD and THE BOYS AND GIRLS CLUB OF THE SUNCOAST are committed to providing an intervention program for children to have an opportunity to recover credits and graduate on time; and

WHEREAS, THE BOYS AND GIRLS CLUB OF THE SUNCOAST will provide such program facilities at, THE BOYS AND GIRLS CLUB OF THE SUNCOAST located at 2300 Tall Pines Dr., Suite 150 Largo, FL 33771 ; and

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The BOARD shall provide the Mobile Course / Credit Recovery (MC/CR) program by providing online learning for students identified in need of recovery credit for graduation. The BOARD shall also provide Dropout Prevention certified, highly qualified, classroom teachers who will be teachers of record or facilitators of the online learning process at THE BOYS AND GIRLS CLUB OF THE SUNCOAST. Supplies, textbooks, technology, support services and professional development will be provided based on available funding.
2. The BOARD will provide a professional staff which will assist in the coordination of the program's operation.
3. The BOARD shall provide appropriate computers, internet access and printing capabilities in a mobile case with appropriate locks for security.
4. The day-to-day management of the MC/CR Program shall be conducted in coordination with the BOARD administrator of dropout prevention services.
5. THE BOYS AND GIRLS CLUB OF THE SUNCOAST shall provide the necessary classroom space for up to 8 students per semester at THE BOYS AND GIRLS CLUB OF THE SUNCOAST for a minimum of 2 days a week.
6. The MC/CR Program will serve at-risk students in grades eight through twelve and their families. The program offers an opportunity for high school students to improve their grade point average and recover credits failed and for middle school students to recover lost work from courses. School counselors and dropout prevention specialists provide services to the students and parents for on time graduation requirements. The MC/CR instructor shall exchange appropriate information as required and in a manner consistent with Florida Statutes, rules and professional ethics.

7. Classes shall be held during the times indicated on the after-school schedule.
8. The BOARD and THE BOYS AND GIRLS CLUB OF THE SUNCOAST coordinator will collaboratively develop a Safe Learning Environment /Crisis Plan. The plan will include provisions for insuring the safety of educational personnel, students, and BOARD equipment. Any emergency cancellation of school must be done in coordination with the administrator of dropout prevention services or designee.
9. The method of disciplining students unable to cope with the MC/CR program shall be discussed by the MC/CR instructor with the appropriate administrator. The administrator of MC/CR program must be notified to assist prior to disciplinary action.
10. The BOARD'S instructional calendar shall be applicable to the MC/CR Program. The program coordinator/administrator at THE BOYS AND GIRLS CLUB OF THE SUNCOAST shall be responsible to the BOARD'S administrator of dropout prevention services and will work in cooperation with the school-based principal.
11. THE BOYS AND GIRLS CLUB OF THE SUNCOAST shall comply at all times during the term of this Agreement at its own cost with the background screening requirements of Florida law, including Sections 1012.465, Florida Statutes, as applicable, and follow applicable District procedures for compliance with such laws, if applicable.
12. THE BOYS AND GIRLS CLUB OF THE SUNCOAST agrees to comply with all applicable Florida Statutes and applicable rules of the BOARD and State Board of Education and federal legislation including but not limited to the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendment Act of 1974; and the Individuals with Disabilities Education Act.
13. In the event that the instructional staff and THE BOYS AND GIRLS CLUB OF THE SUNCOAST personnel are unable to agree upon a function not specified in this agreement, the coordinator of services at THE BOYS AND GIRLS CLUB OF THE SUNCOAST and the BOARD'S administrator of dropout prevention services will attempt to resolve any differences which may arise under this agreement. In the event such differences cannot be resolved between the personnel described herein, any such disagreement shall be submitted to the associate superintendent of curriculum and instruction and the THE BOYS AND GIRLS CLUB OF THE SUNCOAST administration for resolution.
14. Neither party shall assign this agreement; however, it may be modified in writing by the parties by mutual agreement.
15. This agreement shall be effective upon execution, and shall terminate 6/30/2015. Either party may terminate this agreement without cause upon thirty (30) days written notice to other party.
16. The BOARD and THE BOYS AND GIRLS CLUB OF THE SUNCOAST agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the BOARD and THE BOYS AND GIRLS CLUB OF THE SUNCOAST agree that the BOARD'S liability is subject to

the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the BOARD, nor shall anything herein be construed as consent by the BOARD to be sued by any third party for any cause or matter arising out of or related to this Agreement.

AGREEMENT Boys and Girls Club of the Suncoast

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

THE BOYS AND GIRLS CLUB OF THE
SUNCOAST

BY: _____
Chairperson

BY: _____

ATTEST: _____
Superintendent

TITLE: _____

Approved as to form:

ATTEST: _____

Cherian J Wallan
Office of School Board Attorney

TITLE: _____