

**Agreement between the School Board of Clay County and
Melissa Whitaker, Student Services Aide with Project R.E.A.C.H.,
the Homeless Grant 2010-2011**

The School Board of Clay County, Florida (Board) contracts with Melissa Whitaker, (the Contractor) for clerical assistance with projects associated with identified homeless students as part of the Project R.E.A.C.H. Homeless Grant under the coordination of School Social Workers, Suzanne Church and Barbara Castelli.

Specifics of this agreement include:

Contractor shall be responsible for:

- Visiting schools and hotels where homeless families reside to provide information on community resources and school supplies for the students.
- Assisting the school attendance secretaries to input correct data into TERMS on identified homeless students.
- Assist in the distribution of school district communications to homeless families.
- Assisting with the organization and implementation of the tutoring program as specified in the grant.
- Update existing data in accordance with the Clay County Project R.E.A.C.H. Homeless Grant guidelines.
- Assist Student Services in the implementation of the Homeless Grant in any other related manner as the needs arise.
- The Contractor shall provide, on a bi-weekly basis, program-specific log of activities information to the Director of Student Services for evaluation of program delivery and effectiveness.
- The contracted rate for services is \$19.00/hour. The total value of the contract shall not exceed \$23,875 for the 2010-2011 school year.
- The Contractor is a sole proprietor and therefore, is exempt from Workers' Compensation coverage. It is understood that should this condition change, Workers' Compensation coverage shall be provided by the Contractor.
- It is agreed the Contractor shall act as an independent contractor in the performance of her duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes arising out of the Contractor's activities in performance of this Agreement. This shall include but not be limited to Federal Taxes, Social Security Taxes, Unemployment Insurance Taxes, and Business License Fees, if applicable.

- The Contractor should invoice the Board, via Lyle Bandy, Director of Student Services, on a bi-weekly basis with invoices showing dates, locations, and signed log designating specific hours of service and mileage log showing odometer readings. The Board shall make payment following the receipt of an acceptable invoice in accordance with the Florida Prompt Payment Act.
- The Contractor shall have passed a Level II background screening and fingerprinting in accordance with the Jessica Lunsford Law for the entire duration of this contract.
- The Contractor shall be reimbursed for work related mileage at the Board current rate per mile when mileage log is submitted with bi-weekly invoice.
- The Contractor shall indemnify and hold harmless the Board from any and all loss and liability upon persons (including death) or damage to property or on account of any neglect, fault or default of the Contractor or their subcontractors and from all costs and expense including attorney's fees in suits which may be brought against the Board on account of any neglect, fault, or default of the Contractor or their subcontractors and from all costs and expense including attorney's fees in suits which may brought against the Board on account of any such neglect, fault or default as aforesaid. It shall be distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for an shall fully protect and indemnify the Board against any and all claims for injuries to persons (including death) or damage to property occasioned by or resulting from methods or processes in the furnishing and delivering of the services, or otherwise and irrespective of the actual cause of the accident and irrespective whether such injuries or damages attributable to negligence of the Contractor, their sub-contractors, or otherwise. If compensation is paid to the Contractor for any such injury to person or damage to property resulting from judgment or award in any action or proceeding, the Contractor shall, upon demand, promptly reimburse the Board for any payments made on account thereof. The Indemnification/Hold Harmless provision shall survive the termination of any contract with the Board.
- The Contractor, by signing this agreement, acknowledges that this contract begins on July 1, 2010 and shall end on June 30, 2011.

The Board shall be responsible for:

- Providing office materials that are required or would enhance the delivery of the services.
- Providing a cell phone for Project R.E.A.C.H. use through June 30, 2011. Cell phone shall be used in accordance with Board Cellular Phone Procedure policy.
- Director of Student Services, shall serve as the principal Board contact throughout the program. Supervisor of Student Services, is an alternate contact. Coordinators of the Project R.E.A.C.H. are Suzanne Church and Barbara Castelli, School Social Workers.

In the event the services provided by the Contractor do not meet acceptable standards, the Board may declare the Contractor in default and terminate the Agreement because of the Contractor's breach of agreement. This termination shall be by written notice to the Contractor; the date of termination shall be stated in this notice. The Board shall be the sole judge for determining non-performance. The Board and the Contractor reserve the right to terminate this agreement, within 30 days notice, at any time during the funding period. The parties agree that all of the terms contained in the Board's purchase order are incorporated herein by reference.

Signature (Contractor)

Melissa Whitaker, Student Services Aide
Printed Name/Title

Date

Signature

Lisa Graham, Board Chairman
Printed Name/Title

Date

Signature

Lyle Bandy, Director of Student Services
Printed Name/Title

Date