

CONTRACT FOR SERVICES

AGREEMENT made this 20th day of June, 2006 by and between the School Board of Clay County, Florida (“School Board”) and Valerie Benda, (“Benda”) Director of the Art Enrichment Program of Clay County, Inc. (“Art Enrichment”)

WHEREAS Benda can provide coordination and administration of the Art Enrichment Program and WHEREAS the School Board desires to enter into a contract with Benda for receipt of the services described herein upon the following terms and conditions,

NOW, THEREFORE, in consideration of the promises, covenants, and conditions hereafter set forth, it is understood and agreed as follows:

1. The School Board will pay Benda \$10.00 per hour, including travel expenses from school to school, for a maximum of 27 hours per week for coordinating and administering the Art Enrichment Program for the period of time August 1, 2006 through May 24, 2007. Any payment exceeding a total of \$10,260.00 must receive prior approval by the Superintendent of Schools or his/her designee.
2. Benda will provide the following services to the School Board:
 - a. Select, purchase, and distribute reproductions and other art objects.
 - b. Recruit, train, and schedule volunteers.
 - c. Identify funding sources for the purchase of art objects.
 - d. Conduct monthly planning meetings with volunteers.
 - e. Assist the volunteers in providing art appreciation/enrichment instruction in the schools.
 - f. Conduct public relations activities to promote the Art Enrichment Program.
3. State and federal statutes prohibit discrimination on the basis of race, age, sex, national origin, martial status, religion, or handicaps and both parties to the AGREEMENT agree to fully comply with the terms of these acts.

4. Benda will indemnify and the School Board and hold and save it harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature including attorney's fees, whether incurred under retainer or salary or otherwise, which the School Board shall or may at any time sustain or incur by reason of this Agreement, or which it may sustain or incur in connection with any litigation, investigation or expenses incident to such provision of this Agreement, including any suit instituted to enforce the obligations of this agreement of indemnification, and Benda will pay to School Board all sums of money, with interest which School Board shall or may loan, advance pay or cause to be paid, or become liable to pay on account of or in connection with this Agreement. In addition, Benda will pay to any party directed by the School Board for any loss, claim, damage or expense incurred by the School Board arising out of this Agreement. Benda shall furnish to the School Board receipts of all claims, expenses, liabilities, damages paid by Benda as a result of the Agreement.

5. Benda, and any employees or volunteers employed or utilized by Benda or Art Enrichment, shall, at their own expense, undergo and pass a Level 2 background screening as required by sec. 1012.465 Florida Statutes prior to entering upon any Clay County public school campus while students are present.

6. The AGREEMENT can be canceled by either party with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above mentioned.

Date

Chairman, School Board of Clay County, Florida

Date

Superintendent, Clay County Schools

Date

Director of the Art Enrichment Program