CHEROKEE COUNTY SCHOOL DISTRICT

After School Program Service Provider Agreement

This Agreement ("Agreement") is entered into this _____ day of _____, 20____, by and between _____, an After-School Program Service Provider ("Service Provider"), and **CHEROKEE COUNTY SCHOOL SYSTEM,** ("School System"), whose address is 1205 Bluffs Parkway, Canton, Georgia 30114.

WITNESSETH:

WHEREAS, the School System is responsible for providing public education to the youth of Cherokee County; and

WHEREAS, the mission of the School System's After-School Program is to strive to establish a safe and caring environment for students that allows opportunity for individual and social growth and to allow children to engage in activities that encourage creativity, social relationships, appropriate behavior, and a positive self-image; and

WHEREAS, from time to time it becomes desirable to use the services of outside service providers in order to assist the above referenced objective; and

WHEREAS, Service Provider offers a program fitting the above description to provide After-School Program services as desired by the School system; and

WHEREAS, the School System desires to retain the Service Provider to assist with providing said services, and the Service Provider desires to be retained by the School System.

NOW, THEREFORE, based on the foregoing and mutual promises contained in this Agreement, Service Provider and School System agree as follows:

I. **TERM OF AGREEMENT**

A. The School System hereby contracts the services of Service Provider beginning the _____ day of _____, ***20***____, and ending the _____ day of _____, ***20***____. Either party shall have the rights to terminate this agreement with or without cause upon thirty (30) days prior written notice to the other party. If either party fails to give thirty (30) days prior written notice of termination, then the parties' obligations hereunder shall continue for a period of thirty (30) days following written notice of termination.

B. Either party shall have the right to terminate this Agreement immediately upon written notice to the other if such party has failed to perform any of its obligations hereunder and such failure continues for five (5) days after receipt of written notice from the other party of such default.

C. School System shall have the right to terminate this Agreement immediately and without any notice if the School System has reason to believe that Service Provider is directly or indirectly involved in any illegal activity or that the continued performance of services by the Service Provider is not in the best interest of the School System or may impose a health or safety risk to any student of the School System.

D. The termination of this Agreement shall not affect the enforceability of any obligations under this Agreement that have accrued prior to the effective date of termination.

II. MUTUAL UNDERSTANDINGS OF THE PARTIES

A. It is mutually understood and agreed that the relationship between Service Provider and the School System shall be that of independent entities contracting with each other at arm's length towards an independent contractor relationship. This Agreement does not and shall not be construed to create the relationship of agent, employee, partnership, joint venture or association between the Agency and the School System.

B. Use of a Service Provider is determined at the discretion of the principal at each facility. Execution of this agreement provides no guarantee of business to the Service Provider.

C. Should a principal or the Superintendent of Schools mandate that school activities be cancelled due to inclement weather or national emergency/crisis, or for any other cancellation by order of the Cherokee County Superintendent of Schools, Service Provider program activities may be rescheduled, or a full refund will be made by Service Provider to the participant, at the discretion of the principal or Superintendent of Schools.

III. OBLIGATIONS OF THE SCHOOL SYSTEM

A. The School System will provide the use of school system facilities for approved ASP Service Provider program activities.

B. The School System will promote Service Provider programs and events through existing communication channels as it deems appropriate in its sole discretion.

C. The School System will provide assistance in the translation of Service Provider registration/ informational materials from English to Spanish as required.

D. The School System will assist the Service Provider in the collection of registrations, parent permissions, liability releases and waiver forms, and fees, for enrollment of students in After School Program Service Provider program activities as it deems appropriate in its sole discretion.

IV. OBLIGATIONS OF THE SERVICE PROVIDER

A. Service Provider will provide a full description of program, fees, and activities along with promotional and registration materials to the School System for advance review and approval. Service Provider will include parent permissions, liability releases and waiver forms in registration materials in a format acceptable by the School System.

B. Service Provider will abide by the rules and regulations in the facility use contract at each facility and those contained in Community Use of School Facilities Board Policy (KG), including custodial and supervisory fees when applicable. Board Policy KG is incorporated herein by reference.

C. Service Provider will adhere to School System requirements for vendors and other non-employees who work with students indirectly supervised by School System employees.

D. Service Provider will obtain, maintain in effect, and pay the cost for all federal, state and local licenses, permits, or certifications that may be necessary for Service Provider performance of this Agreement. Service Provider will provide satisfactory evidence of such licenses, permits or certifications to School System upon request.

E. Service Provider shall not subscribe to any personnel policy or practice which permits or allows for the disparate treatment, promotion, demotion, employment, dismissal, or laying off any individual due to race, creed, color, national origin, age, sex, or other protected status, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

F. Service Provider will comply with, and will be responsible for requiring its officers, employees, agents, and subcontractors to comply with, all applicable federal, state, and local laws and regulations.

G. Service Provider will not discriminate in educational programs and activities or in employment based on race, color, religion, national origin, disability, or other protected status.

H. Service Provider will take necessary precautions to ensure the safety and welfare of all students making use of its services, as well as other students or staff who may be affected by Service Provider's activities at the facility.

V. FEES AND CHARGES

A. The School System shall not be obligated for monetary payment to Service Provider for services rendered pursuant to this Agreement. The Service Provider agrees that the provisions as outlined under **III. OBLIGATIONS OF THE SCHOOL SYSTEM** will constitute acceptable and full consideration.

B. Fees and charges for student participation will be outlined in a separate Financial Agreement executed between the Service Provider and principal at each facility.

VI. BACKGROUND SCREENING

Service Provider will comply with, and will be responsible for requiring its officers, employees, agents, and subcontractors to comply with the screening process established by the School System and as outlined in O.C.G.A. Section 20-2-211(e). Service Provider will perform at its own expense comprehensive pre-placement and annual background checks to include both GCIC and NCIC on any employee or sub-contractor who will be working on School System property. Service Provider will certify compliance with this provision on an annual basis.

VII. CONFIDENTIALITY AND RIGHT TO PRIVACY

The Service Provider acknowledges that certain privacy laws exist relative to student information and student records, and due to the need to maintain the privacy interests of the School System's students, the Service Provider, agrees that it will not discuss, divulge, disclose, or disseminate the contents of any student record, nor divulge to anyone any issues or matters which could be deemed student information. Specifically, the Service Provider agrees to be bound by the confidentiality provisions set forth in the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232(g) and the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§1400 *et seq*.

VIII. INSURANCE REQUIREMENTS

A. During the term of this Agreement, The Service Provider shall provide evidence of and maintain General Liability insurance in the amount of one million (1,000,000) each occurrence, two million (2,000,000) general aggregate; Sexual Abuse and Molestation in the amount of one million (1,000,000) each wrongful act, one million (1,000,000) aggregate; Cyber Liability coverage is required when a vendor's services involve access to CCSD networks, systems, data, or personal identifiable information (PII) of staff or students with coverage requirements varying based on the level and type of access; State of Georgia statutory limits for Workers' Compensation insurance including a minimum of one million limits (1,000,000/1,000,000/1,000,000) for Employer's Liability Insurance. Service Provider furthermore shall require and maintain proof of insurance for its subcontractors, if any, in equivalent insurance coverage and amounts.

B. No insurance will be acceptable unless underwritten by a company licensed by the State Insurance Commissioner to transact insurance business in the State of Georgia and the company must be financially stable and hold a current A.M. Best's rating of A: VII; or shall be a company otherwise acceptable to CCSD.

C. The School System shall be identified as an Additional Insured on each such policy. Each policy of insurance shall provide a minimum of thirty days advance notice of cancellation of insurance to the School System. A Certificate of Insurance, in a form satisfactory to the School System, evidencing said coverage, shall be provided to the School System within fifteen (15) days of request by the School System and prior to the performance of any services.

IX. INDEMNIFICATION

Service Provider shall indemnify and hold harmless School System and all employees, officers, Board Members, and agents from and against all claims of any kind whatsoever, suits, damages, costs, expenses, as well as reasonable attorney's fees associated with or arising in connection with its use of School System facilities or services provided under this Agreement.

X. GOVERNING LAW

This Agreement and the legal relationships among the parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia. Each of the parties hereto further agree that any action or proceeding may only be initiated in the United States District Court for the Northern District of Georgia or in the Superior Court of Cherokee County, Georgia. Each of the parties hereto consents to the exercise of personal jurisdiction and the placement of venue in either of such courts in any such action or proceeding and further consents that service of process may be affected in any such action or proceeding in the manner provided in O.C.G.A. Section 9-10-94 or in such other manner as may be permitted by law. Each of the parties hereto further agrees that no such action shall be brought against any party hereunder except in one of the courts above named. This represents the entire agreement between the parties and supersedes and previous discussions, agreements, or understandings with regard to the subject matter. Any amendment shall only be valid if embodied in a writing signed by both parties.

XI. NOTICES

All notices which are required by the terms of this Agreement shall be in writing and shall be deemed received on the earlier of personal delivery, the date of actual receipt or three (3) days after the deposit of same into the United States mail, certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Service Provider:

_____
*(Service Provider Company **Print** Name)*

_____
*(Service Provider Company **Print** Address)*

_____
*(Service Provider **Print** City, State and Zip Code)*

If to School System: *At the address first above written*

Either party shall have the right to change the address to which notices are to be sent hereunder by prior written notice to the other party as provided above.

The parties hereto have executed this Agreement as of the date first indicated above.

BY: _____
Service Provider Signature **Date**

_____
Service Provider Print Name and Title

CHEROKEE COUNTY SCHOOL SYSTEM
1205 Bluffs Parkway
Canton, Georgia 30114

_____
School Principal Signature **Date**

_____
School Principal Print Name