

**CONTRACTUAL AGREEMENT BETWEEN**  
**CHILDREN'S CENTER OF THE CUMBERLANDS**  
**AND**  
**ONEIDA SPECIAL SCHOOL DISTRICT**

This Contract, by and between, ***CHILDREN'S CENTER OF THE CUMBERLANDS***, hereinafter referred to as the "Contractor," and ***ONEIDA SPECIAL SCHOOL DISTRICT***, hereinafter referred to as the "Agency," is for the provision of education/prevention services defined in the "***SCOPE OF SERVICES.***"

**A. SCOPE OF SERVICES:**

**A.1.** The Contractor will provide to the Agency:

- ✓ **CONTRACTOR** will provide in service training to teachers. This service includes, but is not limited to child abuse signs and indicators, drug endangered children, mandated reporting laws, and updated Scott County sexual offender registry lists. Training topics can be adjusted if requested.
- ✓ **CONTRACTOR** will provide in-service training to teacher's assistants. This service includes, but is not limited to child abuse signs and indicators, drug endangered children, mandated reporting laws, and updated Scott County sexual offender registry lists. Training topics can be adjusted if requested.
- ✓ **CONTRACTOR** will provide "Talking about Touching" classes to Even Start Classes and Pre-school classes in the Oneida Special School District.
- ✓ **CONTRACTOR** will provide Parent in-services.
- ✓ **CONTRACTOR** will provide current up-to-date statistics to the teachers.
- ✓ **CONTRACTOR** will provide Certificates of Compliance to the schools to certify that the requirements of Personal Body Safety Prevention Education have been met.
- ✓ **CONTRACTOR** is a liaison for all city schools to assist in reporting requirements to the Tennessee Department of Children's Services.
- ✓ **CONTRACTOR** will provide "Talking about Touching" classes to all Kindergarten through 5<sup>th</sup> grade classes in the Oneida Special School District.
- ✓ **CONTRACTOR** will provide "Personal Body Safety" classes to all 6-8<sup>th</sup> grades in the Oneida Special School District.
- ✓ **CONTRACTOR** will provide "Personal Body Safety" classes to Oneida High School.
- ✓ **CONTRACTOR** partners with Oneida middle students to provide various puppet skits on personal body safety to the elementary students.

**CONTRACT TERM:**

**B.1.** Contract Term. This Contract shall be effective for the period commencing on July 1, 2014 and be reviewed for renewal by both the Contractor and the Agency before June 30, 2015, and each consecutive year thereafter. The Agency shall have no obligation for services rendered by the Contractor that are not performed within the specified contract period.

**B. PAYMENT TERMS AND CONDITIONS:**

The Contractor will bill the Agency Three Thousand Seven hundred Fifty Dollars (\$3,750) Quarterly for a total of Fifteen Thousand Dollars (\$15,000). Retroactive to July 1, 2013.

C.1. Maximum Liability. In no event shall the total maximum liability of the Agency under this contract exceed \$15,000 for a one-year (twelve month) period July 1, to June 30, of any given year. This amount constitutes the maximum compensation due the Contractor. All applicable fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor and as agreed upon by the Agency.

C.2. Compensation Firm. The maximum liability of the Agency under this contract is firm for the duration of the Contract and is not subject to escalation for any reason unless amended.

C.3. Payment Methodology. Services performed under this contract will be invoiced by the Contractor to the Agency on a quarterly basis.

C.4. Payment of Invoice. Payment of the invoice by the Agency shall be made to the Contractor within 30 days of the date the invoice is submitted for payment.

D. **STANDARD TERMS AND CONDITIONS:**

D.1. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto.

D.2. Termination for Convenience. The Agency and/or Contractor may terminate the contract by giving the other party at least sixty (60) days written notice before the effective termination date.

D.3. Nondiscrimination. The Contractor/Agency hereby agrees, warrants and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor/Agency shall upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.4. Independent Contractor. The parties hereto, in performance of this Contract, shall be acting in their individual capacities. The Contractor, being an independent contractor and not an employee of the Agency, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this contract.

D.5. Agency Liability. The Agency shall have no liability except as specifically provided in this contract.

D.6. Hold Harmless. The Contractor agrees to indemnify and hold harmless the Agency as well as its officers, agents and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, bad faith, negligence, or willful misconduct on the part of the Contractor, its employees, or any person acting for or on its behalf relating to this Contract.

- D.7.** State and Federal Compliance. The Contractor and Agency shall comply with all applicable State and Federal laws and regulations in performance of this contract.
- D.8.** Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.9.** Completeness. This contract is complete and contains the understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

**E.** **SPECIAL TERMS AND CONDITIONS:**

- E.1.** Communications and Contracts. All instructions, notices, consents, demands, or other communications required or contemplated by the Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or hereafter specified by written notice.

The Contractor

Kellie Asberry, Executive Director  
 Children's Center of the Cumberlands  
 P.O. Box 4314  
 Oneida, TN 37841  
 (423) 569-8900 (423) 569-8921 - Fax

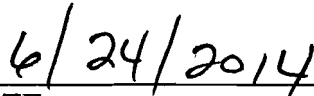
The Agency:

Ms. Ann Daugherty Sexton  
 Director of Oneida Schools  
 195 North Bank Street  
 Oneida, TN 37841  
 (423) 569-8912 (423) 569-2201 - Fax

- E.2.** Confidentiality. The Contractor/Agency shall maintain strict standards of confidentiality of all confidential records that the Contractor/Agency has access to under this contract as set forth by the laws of the State of TN and HIPAA Privacy Compliance Act.

**ONEIDA SPECIAL SCHOOL DISTRICT:**

  
 \_\_\_\_\_  
 Ann D. Sexton, DIRECTOR

  
 \_\_\_\_\_  
 DATE

**CHILDREN'S CENTER OF THE CUMBERLANDS:**

\_\_\_\_\_  
 Kellie Asberry, EXECUTIVE DIRECTOR

\_\_\_\_\_  
 DATE