

AGREEMENT BETWEEN
RECAPTURING THE VISION, INTERNATIONAL.
AND
ADD SCHOOL NAME AND ADDRESS
FOR
FOR CONSULTATION AND TRAINING SERVICES RELATED TO
“RECAPTURING THE VISION”

This is an Agreement, made and entered into by and between **[School Name]**, and Miami Dade County Public School of the State of Florida, hereinafter referred to as “SCHOOL”

AND

RECAPTURING THE VISION, INTERNATIONAL, a Florida non-profit corporation, recognized by the IRS as a 501(c)3, hereinafter referred to as “CONSULTANT.”

IN CONSIDERATION of the mutual terms, conditions, and promises, covenants and payments hereinafter set forth, SCHOOL and CONSULTANT agree as follows:

ARTICLE 1

SCOPE OF SERVICE

- 1.1 CONSULTANT shall perform all aspects of the work identified by this Agreement and exhibit “A,” which is attached hereto and incorporated herein. The work described in Exhibit “A” is only a general description of CONSULTANT’s obligations, and the work shall include tasks and duties that are such an inseparable part of the work description that exclusion would render performance impractical or reasonably impossible.
- 1.2 CONSULTANT agrees to meet with SCHOOL personnel at reasonable times and upon reasonable notice to discuss or review issues related to the completion of the services herein described.
- 1.3 As part of CONSULTANT’S service provision to the SCHOOL, partnership with the SCHOOL in the implementation of the RAISE IT! Campaign shall be school wide, involving the entire student body. Please see EXHIBIT A for detailed list of events.

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And **[School Name]**

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ARTICLE 2

TERM

- 1.1 The term of this Agreement shall begin **[Insert Term]**.

ARTICLE 3

COMPENSATION

- 1.1 SCHOOLS agrees to pay CONSULTANT zero dollars and no cents, which shall be accepted by CONSULTANT as full compensation for all work embraced by this Agreement.

ARTICLE 4

IDEMNIFICATION

- 1.1 SCHOOL shall defend, indemnify, and hold CONSULTANT harmless against any and all liability, loss, damage, cost and/or expense, including attorney's fees paid or incurred as a result of any breach or claim of breach, which may arise out of CONSULTANT's activities under this Agreement.

ARTICLE 5

- 1.1 This Agreement may be terminated by SCHOOL or CONSULTANT for cause upon such notice as the terminating party deems appropriate under the circumstances, or by the SCHOOL for convenience upon not less than seven (7) days advance written notice thereof, or by the SCHOOL upon verbal notice confirmed in writing within such seven day period. In the event this Agreement is terminated for convenience,

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ARTICLE 6

MISCELLANEOUS

6.1 **OWNER OF DOCUMENTS – INTELLECTUAL/CREATIVE PROPERTIES**

Any and all program materials, methods, program procedures, reports photographs, surveys and other data and documents provided or created in connection with this Agreement are and shall remain the sole and exclusive property of CONSULTANT and shall not be duplicated, reproduced, or distributed to any organization or individual, nor shall it be utilized beyond contract period without the express written consent of CONSULTANT. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents, whether finished or unfinished, prepared by CONSULTANT shall remain the property of CONSULTANT and shall be retained by CONSULTANT.

1.2 **NO CONTINGENT FEE**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of this Agreement.

1.3 **ASSIGNMENT**

This is a personal service Agreement for service, which is unique in nature and the Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by either party.

1.4 **NOTICE**

Notice, as used throughout this Agreement, shall mean notice by Certified Mail, Return Receipt Requested to the last known address of the party to whom notice is required to be given, and said notice shall be effective upon receipt. For the present, the parties designate the following:

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FOR SCHOOL:

[School Name and Address]

FOR CONSULTANT:

Dr. Jacqueline Del Rosario, President

ReCapturing the Vision, International.

9780 E. Indigo Street, Suite 302

MIAMI, FL 33157

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1.5 PRIORITY OF PROVISION

If there is a conflict or inconsistency between any term, statement, requirement or provision of any exhibit attached hereto, any documents or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

1.6 APPLICABLE LAW

This Agreement shall be interpreted and governed by the laws of the State of Florida.

1.7 ENTIRE AGREEMENT

This document is incorporated and includes all prior negotiations, correspondence, conversation, agreement or understandings applicable to the matters contained herein; the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in the document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document of the same formality and equal dignity herewith and executed this Agreement on the respective dates under each signature.

SCHOOL:

[School name and Address]

ATTEST:

Secretary

Principal

Dated: _____

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CONSULTANT:

RECAPTURING THE VISION, INTERNATIONAL

ATTEST:

Secretary

Dr. Jacqueline Del Rosario, President

Dated: _____

EXHIBIT "A"

ReCapturing the Vision, International will provide life skill training and educational enrichment through the administration of the ReCapturing the Vision Program. The Program is integrated into the regular school schedule and curriculum, and is structured into daily 50-minute class sessions. The curriculum is designed to be taught by on-site teachers. Through training workshops, teachers will learn how to teach the ReCapturing the Vision curriculum, as well as develop skills for working with at-risk students that can be applied in the regular classroom situation.

The Program will cover the following broad areas:

[List Here]

In addition, ReCapturing the Vision, International., will provide the following resources for each student enrolled in the Program:

[List Here]

NOTE: All materials, books, suits and /or kits become the possession of each participant.

PROGRAM EVALUATION

The success of the program will be measured utilizing student case reports. These will be used to determine the reduction of conduct infringements as indicated by indoor/outdoor suspension and improvements in grade point average and attendance. The school agrees to provide all data necessary for the compilation of said evaluation.

In addition, attitudinal surveys will be administered to students upon entry into the program and at the completion of program interaction to document and assess changes in self-concept within the context of school.