

AFFILIATION AGREEMENT AND CONTRACT FOR SERVICES

THIS AFFILIATION AGREEMENT AND CONTRACT FOR SERVICES (“Agreement”) is made and entered into this 1st day of September 2016, by and between **TRUANCY INTERVENTION PROJECT GEORGIA, INC.**, a Georgia nonprofit corporation (“TIP Georgia”) and **NEWTON COUNTY TIP** (“Program”).

RECITALS

WHEREAS, TIP Georgia is a nonprofit organization which develops and supports community-based programs in an effort to reduce chronic absenteeism and provides advocacy through program staff and/or trained and supervised volunteers to serve as advocates for children at risk of school failure and represent and/or advocate for the best interests of children in truancy proceedings or as advocates in court/community based intervention or prevention efforts;

WHEREAS, the Program desires to operate a community program, in an effort to reduce chronic absenteeism, that will provide resources including but not limited to, volunteers or staff to advocate for children at risk of school failure, programs which provide advocacy through program staff and/or trained and supervised volunteers to serve as advocates for children at risk of school failure, represent and/or advocate for the best interests of children in truancy proceedings or as advocates in court/community based intervention/prevention efforts;

WHEREAS, the Program desires to establish and maintain an affiliation with TIP Georgia, and operate pursuant to the terms and conditions of this Agreement as a TIP affiliate serving children in the **Newton County**; and TIP Georgia desires to establish and maintain an affiliation with the Program and to provide support services to the Program;

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions, and agreements contained herein the parties hereby agree as follows:

ARTICLE 1

Children and Community to Be Served

The Program shall serve children who are involved in juvenile court truancy proceedings and/or children involved in early intervention cases at the school level, or referred by a court or community based program (“children”) in **Covington** served in the

Newton County, (“Community”), and shall endeavor to increase the number of children served in the community to meet existing and future needs.

ARTICLE 2
Program Responsibilities

Operation of a TIP Program. The Program shall establish, develop and operate a TIP Program that shall recruit screen, train, and supervise volunteer advocates (“volunteers”), community partners (“partners”) and/or program staff (“staff”) to advocate on behalf of children who are chronically absent from school.

Participation in Training and Statewide Events. The Program shall participate in the training opportunities periodically provided by TIP Georgia, including, but not limited to, the Truancy Intervention Network conferences and TIP Georgia training seminars.

Fiscal Responsibility. The Program shall use all TIP allocated funding in accordance with its intended purpose of serving chronically absent children and their families and shall comply with all use restrictions or other requirements of TIP Georgia or any other funding source.

Statistical Reporting. The Program shall provide to TIP Georgia such statistical information regarding the Children served. Such statistical information shall include, but not be limited to, the information requested in TIP Georgia’s standard statistical report form to be submitted by June 12, 2017.

ARTICLE 3
TIP Georgia Responsibilities

Operation of a Statewide Organization. TIP Georgia shall maintain a statewide organization.

Services provided to the Program. TIP Georgia shall provide the following services to the Program:

- A. Technical assistance in the day to day operation of the Program as may be reasonably requested, including:
 - 1. Support with the organization and development of a local Board

- and advisory committee;
2. Local resource development;
3. Financial management;
4. Support with volunteer recruitment, screening, training, supervision and recognition;
5. Support with program planning and evaluation;
6. Legal consultation on truancy and educational neglect issues;
7. Legislative advocacy to actively pursue policy for the enhancement of the Program;
8. Community education and publicity;

Financial Support. TIP Georgia shall provide the Program financial support in the amount of **\$1,600.00** which shall be paid in one installment. All payments shall be contingent upon the availability of funding from the State Bar of Georgia and the Program's adherence to the terms of this Agreement.

ARTICLE 4 **Term of Agreement**

This Agreement shall be effective as of the date set forth above and shall continue until **June 30, 2017**, or until it is terminated pursuant to Article 5 of this Agreement.

ARTICLE 5 **Termination**

Loss of Funding. This Agreement may be modified upon thirty (30) days written notice by TIP Georgia if a loss of or lack of funding renders it impossible for TIP Georgia to satisfactorily perform the functions and tasks contemplated by this Agreement.

Termination Upon Notice. Either party may terminate this Agreement by providing to the other party one hundred eighty (180) days advance written notice.

Termination by Mutual Consent. This agreement may be terminated at any time upon the mutual written consent of both parties.

Method of Termination. Any termination shall be in writing and shall contain the reason for the termination and the effective date of the termination.

ARTICLE 6
Use of Name and Logo

The Program acknowledges and agrees that the name “Truancy Intervention Project” and/or TIP and the associated logo may only be used by the Program so long as this Agreement is effective and the Program maintains its affiliation with TIP Georgia. The Program shall not use this name, or any similar name or the associated logo if this Agreement is terminated for any reason, or if the Program ceases to be affiliated with TIP Georgia. The Program shall have no right to allow third-parties or subcontractors to use the “Truancy Intervention Project” and/or TIP name or associated logo on advertising or any type of commercial literature, nor shall the Program or any associated third-party sell merchandise containing the name or associated logo, without the prior review and written approval of TIP Georgia.

ARTICLE 7
Confidentiality

The Program and TIP Georgia acknowledge and agree that information regarding the children and their families, and other information available to either party is confidential under federal and state laws, rules, regulations, ordinances and policies. The parties agree that during and subsequent to the term of this Agreement, they will maintain the confidentiality of any information related to the functions of either party to the full extent required by federal and/or state laws, rules, regulations, ordinances and policies, or ethical considerations. Both parties shall take all reasonable actions necessary to ensure that confidential information is not disclosed or distributed by its employees, volunteers, board members, representatives, agents or subcontractors in violation of this Agreement.


ARTICLE 8
Indemnification

Indemnification by the Program. The Program shall indemnify and hold TIP Georgia harmless from any and all claims arising from any negligent, reckless or willful acts or omissions of the Program or its employees, volunteers, board members, representatives, agents or subcontractors, and from any and all costs, attorneys’ fees, judgments, damages, fines, penalties, expenses and liabilities arising therefrom.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each by the duly authorized signatory set forth below with effect as of the 22 day of August, 2016.


TRUANCY INTERVENTION PROJECT GEORGIA, INC.:

ATTEST:


Jessica Pennington, Executive Director

8/22/16
Date signed

NEWTON TIP

ATTEST:

«Program Director», Executive Director

9-20-2016
Date signed