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**AGREEMENT
BETHEL TEEN CENTER DIRECTOR**

TOWN OF BETHEL
TOWN CLERK

AGREEMENT made as of this 6 day of Sept, 2007 by and between the Town Of Bethel (the "Town") acting herein by its First Selectman Robert E. Burke, duly authorized, and Inspired Learning, LLC, a Connecticut entity acting herein by its Director Hilda Maria DeLucia of 2 Huntington Court, Bethel, Connecticut, duly authorized. The Town of Bethel, its agents, employees and agencies and Inspired Learning LLC and its agents are collectively referred to as the "parties".

WHEREAS, the Town is desirous of contracting with Inspired Learning, LLC, herein referred to as "DIRECTOR", to operate a teen center known as the "BETHEL TEEN CENTER" ("TEEN CENTER") to be located in the old Bethel Town Hall, 5 Library Place, Bethel, CT; and

WHEREAS, the DIRECTOR has agreed to operate the TEEN CENTER on behalf of the Town;

Now THEREFORE, the parties in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by both parties, agree as follows:

1. The term of this Agreement will commence as of September 1, 2007 and shall expire on August 31, 2008 or one year after this agreement is signed, whichever is later.

2. A. Upon signing this Agreement the Town will pay the Director the sum of \$5,833.33 as an "Advance for Expenses". Such monies are to be accounted for on or before the fifth business day of the month following receipt by the DIRECTOR, as described in Paragraph 2.B below;

B. Every month after receipt of the Advance, the DIRECTOR will provide a "detailed accounting report" for the "Advance", to the Comptroller of the Town of Bethel and the BETHEL YOUTH COMMISSION ("COMMISSION").

C. Within 5 business days after the submission of the information referred to in Paragraph 2.B above, the sum of \$5,833.33 will be issued by the Town, through its Comptroller to the DIRECTOR each month, during the term of this Agreement.;

D. In any month where the DIRECTOR's detailed accounting indicates that the DIRECTOR has \$1,000.00 or more of funds on hand, the next month's advance described in 2.C above will be reduced by the indicated funds on hand;

E. In any period where the DIRECTOR's detailed accounting indicates that the DIRECTOR has expended more than the funds on hand and the total expenditures to date do not exceed the annual budget of \$70,000.00 on a calendarized basis, the Comptroller will issue a payment to the DIRECTOR within 5 business days of the monthly detailed accounting report in the amount of the additional expenditure plus the amount referred to in paragraph 2.C above;

F. Any expenditure for costs or programs which arise from activities described in Paragraph 13 will be either reimbursed as approved expenditures described in paragraph 2.B above or paid directly from the special account by the Comptroller.

G. Any money not used for costs, expenses, and fees for the TEEN CENTER operations will be refunded to the Town within three business days of termination of this Agreement.

The Town's failure to provide the funds mentioned in this Agreement by the dates specified herein shall constitute a material breach of this Agreement. The Town has five business days to cure the defect or this Agreement may be terminated at the DIRECTOR's sole discretion. Such termination will be treated as a termination pursuant to Paragraph 19 of this Agreement.

3. The BETHEL YOUTH COMMISSION ("COMMISSION") and the DIRECTOR shall discuss and agree, within 30 days of signing this Agreement, to (1) mandatory expenditures and discretionary expenditures based on the annual budget of \$70,000.00, and (2) the days and hours of operation for the TEEN CENTER.

4. DEFINITIONS for terms or phrases used herein are as follow:

A. ADVANCE FOR EXPENSES. Advances For Expenses is a fixed sum equal to the Town budget for the TEEN CENTER divided by twelve months.

B. DETAILED ACCOUNTING REPORT. The Detailed Accounting Report is a monthly report which will list all expenses incurred during the month. "Incurred" includes actual payments plus any amount either paid on a credit card or purchased and due within the terms of the purchase order. Funds on hand will be the sum of receipts minus all expenses incurred. Schedule A, attached hereto, is a sample of the type of report that will be provided.

5. The TEEN CENTER shall be opened to youths who are Bethel residents and are attending a middle school or high school on a daily basis. Non-members and guests of members shall be allowed access onto the premises at the sole discretion of the Director.

6. The DIRECTOR shall see to it that all persons entering the TEEN CENTER sign in upon arrival and check in with the DIRECTOR or the Counselor on duty. The sign-in records shall be maintained at the TEEN CENTER.

7. The DIRECTOR shall maintain a weekly schedule of events and activities to be posted at the TEEN CENTER as well as posted at the Park and Recreation Department.

8. The DIRECTOR will secure appropriate approval forms for the members, which forms shall be approved by the COMMISSION for any activity sponsored by the TEEN CENTER, which takes place off of the Town property where the TEEN CENTER is located.

9. All volunteers and/or Counselors shall complete and submit a form prescribed by and approved by the COMMISSION prior to assisting in the operation of the TEEN CENTER. The DIRECTOR shall provide the FIRST SELECTMAN'S Office with

copies of the forms for each volunteer and/or Counselor providing assistance at the TEEN CENTER.

10. The DIRECTOR shall provide a sample for filing of any updated membership/policy agreement between the youths and the TEEN CENTER with the Office of the Bethel Town Clerk, Clifford J. Hurgin Municipal Center, One School Street, Bethel, CT.

11. The DIRECTOR of the TEEN CENTER agrees to cooperate with any ongoing investigation by the Bethel Police Department or other law enforcement agency that involves the TEEN CENTER and/or any of its participants/members.

12. The DIRECTOR shall report all accidents and/or incidents occurring on the grounds of the TEEN CENTER to the Office of the FIRST SELECTMAN, Clifford J. Hurgin Municipal Center, 1 School Street, Bethel, CT 06801 in the form of an incident report within 24 hours of the occurrence. Names may be omitted to conform to any confidentiality mandates, if any.

13. Should the DIRECTOR receive any monetary donations for the benefit of the TEEN CENTER and/or should the DIRECTOR collect any monetary funds from a fundraiser sponsored by the TEEN CENTER, the DIRECTOR shall give the proceeds therefrom, to the Comptroller of the Town who shall maintain and administer the same in a separate account. The COMMISSION will be provided a copy of the accounting activity, if any, on a monthly basis.

The proceeds from any monetary donations and in-kind donations or material/product donations to and/or fundraisers for the TEEN CENTER shall be used solely for TEEN CENTER programs and/or building improvements, at the discretion of the COMMISSION in consultation with the DIRECTOR.

14. The DIRECTOR shall attend the COMMISSION scheduled meetings and provide an ongoing report of the TEEN CENTER'S schedule and activities at such meetings. At the request of the COMMISSION, the DIRECTOR shall also attend special meetings called by the COMMISSION.

15. The COMMISSION has approved rules and regulations for the conduct of and incident reporting of youths who attend the TEEN CENTER. As part of the Agreement herein, the DIRECTOR agrees to abide by and enforce such rules and regulations as approved by the COMMISSION and where necessary, make recommendations for amendments, changes and additions to the COMMISSION for the same.

16. The DIRECTOR of the TEEN CENTER shall maintain the following insurance at its sole cost and expense:

A. Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for the operation of the TEEN CENTER. Said policy shall name the

Town as an additional insured and a Certificate of Insurance with a copy of the actual policy shall be filed with the Office of the FIRST SELECTMAN. The policy shall contain a provision that the insurance is not subject to cancellation or termination until a ten (10) day written advance notice of the same is forwarded to the named insured and the Town, through the FIRST SELECTMAN'S Office.

B. Upon the hiring of any individuals by the DIRECTOR, the DIRECTOR shall provide Worker's Compensation Insurance for each such employee and provide proof of such Worker's Compensation Insurance through a Certificate of Insurance and a copy of the actual policy being filed with the Office of the FIRST SELECTMAN. The policy shall contain a provision that the insurance is not subject to cancellation or termination until a ten (10) day written advance notice of the same is forwarded to the named insured and the Town, through the FIRST SELECTMAN'S Office.

17. Absent gross negligence on the part of the Town and/or its agents, the DIRECTOR of the TEEN CENTER shall indemnify and hold the Town and its agents harmless for any such injuries to person or property as a result of the activities of the TEEN CENTER, whether the same occurs on the premises or off the premises through an approved activity by the DIRECTOR.

The Town will hold the Director harmless and reimburse the Director for all costs, including legal expenses, where the Town, through the actions or inactions of its agents, employees, Commissions and/or Committees fails to promptly pay amounts due pursuant to Paragraph 2 and amounts due from the Separate Account referred to in Paragraph 13.

18. In the event that funding for the position of the DIRECTOR and/or the TEEN CENTER shall be terminated or not be renewed by the Town, this Agreement shall immediately terminate and be null and void. The provisions of Paragraph 19 and 20 shall survive until fully complied with.

19. The BOARD OF SELECTMEN, after consultation with the COMMISSION, has the right to permanently or temporarily close the TEEN CENTER without cause. In the event of such closure occurring after September 1, 2007, the DIRECTOR shall be entitled to a minimum payment of \$5,833.33. If the TEEN CENTER fails to reopen within two months following such closure, this Agreement will be considered terminated.

20. If a new Agreement for the upcoming year of 2008-09 is not agreed upon by June 30, 2008, then this Agreement will remain in force on a month-to-month basis at the monthly rate of \$5,833.33 until such time that a new Agreement is negotiated and executed or if the BOARD OF SELECTMEN, after consultation with the COMMISSION, should decide not to renew the same. In the event of non-renewal, the DIRECTOR shall be notified in writing by certified and/or overnight mail of the same and shall be entitled to be paid the sum of \$5,833.33 and all rights and remedies between the Town and the DIRECTOR shall terminate, effective immediately upon payment of such funds.

21. While this Agreement is in effect, should the DIRECTOR fail to comply with any material provision of this Agreement, this failure shall result in the immediate termination of this Agreement with the Town by written notice sent by certified mail and/or overnight mail to DIRECTOR.

Prior to such termination, the COMMISSION shall provide written notice by certified mail and/or overnight mail to the DIRECTOR requesting the presence of and advising the DIRECTOR of a hearing to be held by the COMMISSION concerning the possible recommendation to the BOARD OF SELECTMEN to terminate this Agreement for cause. The written notice shall contain the grounds for such hearing including the date, time and place of the material violation of the provision/provisions of this Agreement. At said hearing, the DIRECTOR shall be allowed to appear and defend against termination by presenting evidence to the contrary. Should the COMMISSION conclude that termination of this Agreement is warranted; the Chairman of the COMMISSION shall set forth the COMMISSION's findings in writing and submit them to the BOARD OF SELECTMEN with a copy to the DIRECTOR, for final determination.

In the event of termination by the BOARD OF SELECTMEN, pursuant to this Paragraph 21, all rights and remedies between the Town and the DIRECTOR shall terminate effective immediately.

22. Schedule B contains a "Wish List" of issues and matters that are of importance to the operation of the Teen Center. Although Schedule B is made a part of this Agreement, the parties acknowledge that the Town shall only use its best efforts to address the issues therein, and is not required to do so.

23. This Agreement contains the entire agreement of the parties and supersedes any and all prior negotiations, correspondence understandings and agreements between the parties respecting the subject matter hereof. No waiver by any party of the breach of any term or condition of this Agreement will constitute a waiver of, or consent to, any subsequent breach of the same or any of the terms or conditions of this agreement.

24. This Agreement may be amended only by a writing signed by all of the parties hereto.

25. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

26. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.

DATED AND EXECUTED IN DUPLICATE ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Signed, Sealed and Delivered in the Presence of or Attested by:

Wendy Smith

Patricia L. Will

Paul R. Spokowski

Town Of Bethel

By: Robert E. Burke

ROBERT E. BURKE,
FIRST SELECTMAN
Duly Authorized

Approved and accepted this 6th day of October, 2007

BETHEL YOUTH COMMISSION

INSPIRED LEARNING, LLC

By: Richard Merritt

Richard Merritt
Chairman
Duly Authorized

By: Hilda Maria DeLucia

Hilda Maria DeLucia
Director
Duly Authorized

SCHEDULE
DETAILED ACCOUNTING REPORT

September-07 October-07 November-07 December-07 YEAR TO
DATE

Receipts for Month from:					
TOWN	5,833.33				5,833.33
MONETARY DONATIONS	-				-
SPECIAL FUND RAISER	-				-
TOTAL RECEIPTS	5,833.33	-	-	-	5,833.33
Transfers to COMPTROLLER	-				-
NET RECEIPTS	5,833.33	-	-	-	5,833.33
FUNDS AVAILABLE FROM PRIOR MONTH	-	128.67	128.67	128.67	128.67
FUNDS AVAILABLE FOR MONTH	5,833.33	128.67	128.67	128.67	6,219.33
EXPENDITURES					
Director's Salary	2,916.67				2,916.67
B	25.00				25.00
C	12.00				12.00
	18.00				18.00
owe	235.00				235.00
owe	220.00				220.00
pd	175.00				175.00
	189.00				189.00
pd	19.00				19.00
pd	20.00				20.00
	1,875.00				1,875.00
TOTAL EXPENDITURES	5,704.67	-	-	-	5,704.67
FUNDS AVAILABLE AT MONTHS END	128.67	128.67	128.67	128.67	128.67
TEEN CENTER DIRECTOR AGREEMENT					

SCHEDULE B

The Town of Bethel shall use its best efforts to do the following to help support the BETHEL TEEN CENTER operations:

- I. Remove and replace carpeting from first floor;
- II. Paint interior rooms;
- III. Remove old, broken furniture, etc.
- IV. Fix the broken windows; repair/replace outlets/lights;
- V. Install an alarm system to protect Teen Center assets;
Town pay for alarm system installation with maintenance fee from TEEN budget;
- VI. Improve lighting on the outside of the building;
- VII. Make second floor available for use on an as needed basis for events;
- VIII. Possible use of Gym or other facilities in Town Hall for events;
- IX. Provide assistance and support for grant writing