

INTERAGENCY AGREEMENT

Sarasota Family YMCA, Inc. Schoolhouse Link Homeless Education
4430 Beneva Road, Sarasota, FL 34233
(941) 923-6100

The School Board of Sarasota County, Florida
1960 Landings Blvd., Sarasota, FL 34231
(941) 927-9000

This Agreement is entered into this 1st day of May, 2018, and effective as of July 1, 2018, by and between the Sarasota Family YMCA, Inc. Schoolhouse Link Homeless Education Program (Schoolhouse Link) and The School Board of Sarasota County, Florida (the "Board"). The parties agree as follows:

Purpose: Provide McKinney-Vento Homeless Education Act services relative to the Title IX, Part A grant, Education of Homeless Children and Youth Project.

Schoolhouse Link agrees to:

1. Provide three (3) Homeless Liaisons to serve as the primary contact between homeless families, unaccompanied youth and school staff, district personnel, shelter workers, and other social service providers.
2. Coordinate services to ensure that homeless children and youth enroll in school and have the opportunity to succeed academically.
3. Build a network of community members and organizations which are united in the mutual goal of educating homeless children and youth.
4. Complete the assigned initiatives as outlined in the Title IX, Part A Education of Homeless Children and Youth Project.
5. Notify the Board of any staff changes involving the project or service delivery issues within five (5) business days.
6. Provide appropriate supervision and evaluation of its Schoolhouse Link staff.
7. Provide general and professional liability insurance covering all aspects of this Agreement with limits no less than \$500,000.00 per occurrence, naming the Board as an additional insured. As evidence of such insurance coverage, Schoolhouse Link shall furnish the Board with a Certificate of Insurance prior to commencing services under this Agreement.

8. **Assure that all volunteers, employees or agents who will be present on school grounds will be fingerprinted and have their backgrounds checked as provided by Florida law. Schoolhouse Link employees and agents will obtain Level II screening through the YMCA and provide proof of this screening to the School Board annually. Fingerprinting/ background checks will have no cost to the Board. The Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by The Board pursuant to Florida law. Like other visitors to school grounds, Schoolhouse Link volunteers, employees or agents will also be subject to RAPTOR screening on school campuses.**
9. **Hold harmless, indemnify, and defend the Board, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from the Board, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement. Nothing in the provision is intended to waive the sovereign immunity to which the Board is entitled. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.**
10. **Maintain confidentiality of student data, including but not limited to personal information such as students' names or addresses, as well as academic information such as grade level and academic achievement levels. Any information shared publicly by Schoolhouse Link will be only aggregate data which will not compromise individual student information or disclose any identifiable student information.**

The School Board agrees to:

1. **Provide office space for three Schoolhouse Link staff and access to storage/work areas at 4430 Beneva Road, Sarasota, FL 34233.**
2. **Collaborate with existing student assistance programs and make referrals to community agencies/resources as needed.**
3. **Link community resources to programs and strategies that serve to improve the educational outcomes of homeless students.**
4. **Pay to the Sarasota YMCA Schoolhouse Link the technical assistance funds as outlined in the Title IX, Part A Education of Homeless Children and Youth Project, attached hereto Exhibit A. Schoolhouse shall invoice the Board quarterly (the first of September, December, March and June)**

and the Board will remit payment within ten (10) business days of receiving the invoice. Future years' services and payment therefore will be based on the availability of grant monies, and compensation for these services shall be an amount mutually agreed upon by the parties for each year subsequent to the initial year of the term of this Agreement, unless the Agreement is terminated early as provided herein.

5. Provide relevant outcome data and data necessary to track and evaluate student progress to Schoolhouse Link to evaluate student progress and program effectiveness.
6. Provide Schoolhouse Link employees with access to the student information system for the purpose of coding homeless students and monitoring attendance and academic performance of homeless students.

Both Parties agree:

1. To participate in required grant trainings and regional meetings.
2. That Schoolhouse Link is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
3. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
4. Any additions, changes, deletions or modifications to this Agreement must be agreed upon in writing by both parties.
5. To cooperate with evaluation reporting annually by maintaining records on how the program is operating and the extent the project goals and objectives are being met.
6. This Agreement shall commence July 1, 2018, and shall continue as long as the Board receives Title IX, Part A grant funds, unless terminated earlier as provided herein. Either party may terminate this Agreement at any time without cause by giving thirty days written notice to the other party. The parties' prior Agreement, effective July 1, 2010, is terminated as of July 1, 2018, when this Agreement becomes effective.
7. Schoolhouse Link shall comply with Florida's Public Records Law including:
 - a) keeping and maintaining public records that ordinarily and necessarily would be required by the Board in order to perform the service;

- b) providing the public with access to public records on the same terms and conditions that the Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) meeting all requirements for retaining public records and transfer, at no cost, to the Board all public records in possession of Schoolhouse Link upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Board in a format that is compatible with the information technology systems of the Board.

IF SCHOOLHOUSE LINK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

Signed:  Date: 4/3/18
 Laura Gilbert, Chief Executive Officer
 Sarasota Family YMCA, Inc.

Signed: _____ Date: _____
 Bridget Ziegler, Chair
 The School Board of Sarasota County, Florida

Approved for Legal Content,
 April 3, 2018, by Matthews Eastmoore,
 Attorneys for The School Board
 of Sarasota County, Florida
 Signed: ASH