

## INTERAGENCY AGREEMENT

### **Community Foundation of Sarasota County**

2635 Fruitville Rd, Sarasota, FL 34237

(941) 556-7158

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### **The School Board of Sarasota County, Florida**

1960 Landings Blvd., Sarasota, FL 34231

(941) 927-9000

This Agreement is entered into this 17th day of October, 2017 by and between Community Foundation of Sarasota County ("CFSC") and the School Board of Sarasota County, Florida ("THE BOARD").

Purpose: To engage Parents, Children/Youth, Teachers, School Administration, and School Board District Leaders together with non-profits, and other key stakeholders to plan and deliver opportunities that support both parents and students with their educational endeavors related to summer learning loss, early learning and reaching attendance goals. CFSC believes education is a key component of two-generation approaches, but the power of education is enhanced when families have access to Economic Supports, Social Capital and Health and Well-Being. CFSC will conduct a study of its work for THE BOARD in an effort to improve instruction.

To help SBSC improve instruction the Community Foundation of Sarasota agrees to:

- A. Support parental engagement, involvement and connections with school.
- B. Offer educational opportunities to students and parents in areas such as social, emotional development, academic resources, civic engagement and technology training.
- C. Identify and share community solutions to chronic absenteeism and tardiness.
- D. Identify and share community solutions to issues surrounding children who fail to read on grade level by third grade.
- E. Assure that all volunteers, employees or agents who will be present on school grounds working directly with students will be fingerprinted and have their backgrounds checked as provided by Florida law. CFSC will furnish the results of all background checks to The Board before any of its volunteers, employees or agents will be permitted on school grounds when students are present. CFSC will further immediately furnish to the Board any notifications of arrests it receives with respect to volunteers, employees or agents who are present on school grounds. CFSC will bear the cost of the fingerprinting/background checks. 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.

- F. 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 with the exception of claims arising solely from the gross negligence or willful misconduct of employees of The Board. 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. Nothing in this provision is intended to waive any sovereign immunity to which the Board may be entitled.
- G. Provide a minimum of \$500,000 comprehensive general liability insurance naming The Board as an additional insured. As evidence of such insurance coverage, CFSC shall furnish The Board with a Certificate of Insurance prior to commencing services under this Agreement.
- H. Provide data the purpose of analyzing the impact of two-generational programming on education with an expected duration of 3 years (SY 2017-2018 to SY 2020-2021). The following information will be disclosed: data relevant to school readiness (SLA outcomes, iReady diagnostic data), attendance (days present & absenteeism), short- and long-term academic success / achievement (iReady diagnostic data and standardized test scores), (suspension, ESOL and ESE data), and parent career and educational development (SLA parent university data, parent programing attendance and outcomes).
- I. Ensure that all volunteers, employees, agents and subcontractors will abide by Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 34 CFR Part 99) when dealing with student records and all personally identifiable student information. Personally identifiable information can only be used to meet the purpose of the study as stated in subparagraph H above.
- J. Ensure that personally identifiable information of parents and students will be shared only with representatives of its organization that have legitimate interest in the information. All personally identifiable information will be destroyed when no longer needed for the purposes of this study, which will be when this agreement or any successor agreements terminate.
- K. Refrain from publishing any individual identifiable student or teacher data unless agreed to by the School Board of Sarasota County.
- L. Refrain from publishing any reports that use any aggregated student or teacher data unless agreed to by the School Board of Sarasota County.
- M. Require all those individuals receiving and reviewing any personally identifiable information (as identified above) to sign and return the "Agreement to Maintain Confidentiality of Student Records" form (see attached).

**The Board agrees to:**

A. Provide access to the agreed upon student information described in subparagraph H above.

**Both Parties Agree:**

- A. That CFSC is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
- B. 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.
- C. Any additions, changes, deletions or modifications to this Agreement must be agreed upon in writing by both parties.
- D. The term of this Agreement shall commence immediately upon approval by both parties and shall terminate on June 30, 2018. Either party may terminate this Agreement at any time without cause by giving thirty days' notice to the other party. Any notice given pursuant to this Agreement shall be made to CFSC at 2635 Fruitville Road, Sarasota, FL 34237 to the attention of John Annis, Senior Vice President, Community Investment and to The Board at 1960 Landings Boulevard, Sarasota, Florida, 34231, to the attention of the Executive Director of Elementary Education.
- E. No monetary reimbursement between the parties is associated with this Agreement.
- F. This Agreement represents the entire agreement between the parties, and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Caroline Zucker, Chair  
The School Board of Sarasota County, Florida

Approved for Legal Content

Attorneys for The School Board of Sarasota County, Florida

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Roxie Jerde, President & CEO  
Community Foundation of Sarasota