

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY, FLOIUDA
And
BOYS & GIRLS CLUBS OF SARASOTA COUNTY**

This Agreement is entered into this 20th day of September, 2017, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida ("The Board"), and the Boys & Girls Clubs of Sarasota County ("BGCSC") for the purpose of developing leadership skills of Sarasota County district high school students.

BGCSC AGREES THAT IT WILL:

- A. Provide training for students interested in developing leadership skills through the STAR (Students Taking Active Role in Sarasota County) Leadership Training program, entrepreneurial education and professional development for students interested in developing business skills through the PYE (Perlman Price Young Entrepreneurs) Program, and provide, through SRQVolunteen, opportunities for students to volunteer with local non-profit organizations.
- B. Provide opportunities for students to become civically engaged through placement in decision-making positions in Education, Law Enforcement, Government, Human Services, Philanthropy, and Teen Activities and the Superintendent's Advisory Council.
- C. Provide workshop(s) for adults participating in BGCSC.
- D. Provide opportunities for students to earn community service hours through involvement in community-based leadership programs with appropriate pre-approval and documentation.
- E. 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. BGCSC 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 while students are present. BGCSC 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. BGCSC 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. Like other visitors to school grounds, BGCSC volunteers, employees or agents will also be subject to RAPTOR screening on school campuses. Additionally, any mentor must sign in and out of PALS count each time they are on campus to mentor.
- F. Provide appropriate supervision and evaluation of its BGCSC staff.
- G. Assure that all volunteers, employees or agents 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. This information will be kept strictly confidential and will not be disclosed to any other person or organization without the prior permission of the district or the parent.

- H. Provide detailed, clarifying student information to district for release of aggregate data needed for reporting on performance measures. Parental permission will be obtained from all participants for release of student information.
- I. 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 BGCSC shall furnish The Board with a Certificate of Insurance prior to commencing services under this Agreement.
- J. Hold harmless, indemnify, and defend The Board, its agents, servants, and employees in their official and individual capacities, 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 or any person which arises out of, is incident to, or in any manner connected with this Agreement. 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.

THE BOARD AGREES:

- A. To provide an appropriate space for BGCSC pre-approved meetings and/or activities at any school location where BGCSC services are provided.
- B. To provide academic credit for students successfully completing the STAR Leadership Training under the "Leadership Skills Development."
- C. To provide, upon receiving the appropriate permission from a student's parent/guardian, student data, such as grades, attendance, free/reduced lunch status, test scores, probation and graduation status for the purpose of formative and summary program evaluation.
- D. To promote link to SRQVolunteer website pages detailing opportunities for volunteerism for students on web pages for Bright Futures.

BOTH PARTIES AGREE:

- A. That BGCSC is an independent service provider and neither it nor any of its supervisors, employees, aides or any other persons used by the BGCSC shall be deemed an employee, servant, or agent of The Board while serving or participating in the services provided by BGCSC.

- B. Any alterations, variations, modifications or waivers of this Agreement shall be agreed in writing by both parties. The Board and BGCSC agree to amend this Agreement to comply with any modifications to the requirements of applicable federal or state laws or regulations.
- C. The term of this Agreement shall be from September 20, 2017 through September 19, 2018 unless terminated at an earlier date by either party. Either party may terminate this Agreement at any time, without cause, by giving thirty days written notice.
- D. Any notice given pursuant to this Agreement shall be made to BGCSC at 3130 Fruitville Road, Sarasota, Florida 34237 to the attention of the President/CEO, and to The School Board of Sarasota County, Florida, at 1960 Landings Boulevard, Sarasota, Florida 34231, to the attention of the Supervisor of Student Services.
- E. No monetary reimbursement between the parties is associated with this Agreement.
- F. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the County or Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- G. 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.

IN WITNESS WHEREOF, The Board and BGCSC have executed this Agreement as of the date first above written.

Boys & Girls Clubs of
Sarasota County

By: _____

Bill Sadlo, President/CEO

The School Board of Sarasota
County, Florida

By: _____

Caroline Zucker, Board Chair

Approved for Legal Content,
August 15, 2017 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: _____ ASH