

INTERAGENCY AGREEMENT

Sarasota Family YMCA, Inc.
Schoolhouse Link Homeless Education Program
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 20th day of July, 2010, and effective as of July 1, 2010, 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 X, Part C 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 and facilitate tutoring services for homeless youth in five local shelters and other sites as designated.
3. Coordinate services to ensure that homeless children and youth enroll in school and have the opportunity to succeed academically.
4. Build a network of community members and organizations who are united in the mutual goal of educating homeless children and youth.
5. Complete the assigned initiatives as outlined in the Title X, Part C Education of Homeless Children and Youth Project.
6. Notify the Board of any staff changes involving the project or service delivery issues within five (5) business days.
7. Provide appropriate supervision and evaluation of its Schoolhouse Link staff.
8. 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.

9. 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 coordinate with the Board to arrange a mutually convenient time for the Board to conduct the fingerprinting. 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.
10. 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.

The School Board agrees to:

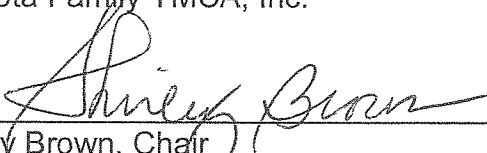
1. Provide office space for three Schoolhouse Link staff and access to storage/work areas at 4430 Beneva Road, Sarasota, FL 34233
2. Collaborate with existing student assistance programs and make referrals to community agencies/resources as needed.
3. Link community resources to programs and strategies 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 X, Part C 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.

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. 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, 2010, and shall continue as long as the Board receives Title X, Part C grant funds, unless terminated earlier provided herein. Either party may terminate this Agreement at any time without cause by giving thirty days written notice to the other party.

Signed: 
Paul B. Smith, Chief Executive Officer
Sarasota Family YMCA, Inc.

Date: June 17, 2010

Signed: 
Shirley Brown, Chair
The School Board of Sarasota County, Florida

Date: 7/21/2010

Approved for Legal Content
June 16, 2010, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH