

INTERAGENCY AGREEMENT

Take Stock in Children
P. O. Box 48186, Sarasota, FL 34230
(941) 358-4407

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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 _____ day of _____, 2009, by and between Take Stock in Children ("TSIC") and The School Board of Sarasota County, Florida ("THE BOARD").

Purpose: TSIC is a non profit program that targets low income children in our community to receive scholarships to college or vocational school and guidance from a caring mentor. Students in TSIC must stay drug-and-crime free, maintain satisfactory grades and exhibit good behavior in school. Parents must sign a contract promising to support their child's involvement in the program. TSIC mentors are community volunteers who serve as positive role models for the students in the program.

Take Stock in Children agrees to:

1. TSIC's goal is to raise funds for college scholarships for low-income students who maintain good grades, stay in school and stay out of trouble.
2. All TSIC students will have a mentor assigned to them. TSIC will provide student monitoring, parent/family contact and develop mentor relationships.
3. TSIC will solicit donations for scholarships and celebrate student success.
4. 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. TSIC 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. TSIC 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. TSIC 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, TSIC volunteers, employees or agents will also be subject to RAPTOR screening on school campuses.

5. 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. 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.
6. Provide a minimum of \$500,000 comprehensive general liability insurance naming THE BOARD as an additional insured. As evidence of such insurance coverage, TSIC shall furnish The Board with a Certificate of Insurance prior to commencing services under this Agreement.

The School Board of Sarasota County agrees to:

1. Upon receiving appropriate parental consent, keep TSIC up to date regarding students' attendance, discipline problems and grades.
2. Allow TSIC access to the campus, campus administrators and, upon securing appropriate parental consent, access to student information, i.e., demographics, schedule, grades, test scores and attendance.
3. Assist TSIC with identifying TSIC students/candidates for TSIC Scholarships and refer TSIC students identified in need of a mentor, upon securing appropriate parental consent.
4. Assist in scheduling a time that is mutually convenient for the student to be mentored.
5. Provide space for mentors and students to meet.

Both Parties agree:

1. There will be no cost to THE BOARD for TSIC providing services hereunder.
2. That TSIC 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. This Agreement shall commence July 1, 2009, and terminate June 30, 2010. Either party may terminate this Agreement at any time without cause by giving thirty days written notice to the other party.

Signed: _____
Caroline G. Zucker, Chair
The School Board of Sarasota County, Florida

Date: _____

Approved for Legal Content
May 21, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH

Signed: _____
Lisa Bechtold, Executive Director
Take Stock in Children

Date: _____