

INTERAGENCY AGREEMENT

Community Foundation of Sarasota County

2635 Fruitville Road, 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 _____ day of _____, 2016 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 in 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.

Community Foundation of Sarasota County 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. 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.

- E. 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.
- F. 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.

The Board agrees to:

- A. Upon securing appropriate parental consent, provide access to student social, economic and academic information, i.e., demographics (including language at home, ethnicity, family structure and eligibility for free or reduced lunch), grades, test scores, behavioral feedback and attendance for measuring outcomes.
- B. For the mentoring or tutoring programs developed, secure appropriate parental consent, for those students identified and referred.

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. This Agreement shall commence immediately upon approval by both parties and shall terminate on June 30, 2017. 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: _____

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

Approved for Legal Content,
April 12, 2016 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH

Signed: _____

Date: _____

Roxie Jerde, CEO
Community Foundation of Sarasota County