

## INTERAGENCY AGREEMENT

**United Way Suncoast, Inc.**  
1445 2<sup>nd</sup> Street, Sarasota, FL 34236  
(941) 366-2686

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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 United Way Suncoast, Inc. ("UWS") 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 business, government, non-profits, faith leaders and other key stakeholders to plan and deliver opportunities that support both parents and students with their educational and career goals.

**United Way Suncoast agrees to:**

Execute specific programs as described below, overseen by UWS staff or designees, at mutually agreed upon times.

- A. Implement strategies to assist parents to best motivate and equip their child for success.
- B. Support parental engagement, involvement and connections with school.
- C. Provide family stabilizing supports to parents to include resources and tools
- D. Convene community partners to build awareness and strengthen collaboration of services for children/youth and their families.
- E. Create positive transition programs for students that provide social and academic supports in partnership with school(s) that provide extra structure and personal interactions with peers and caring adults.
- F. Offer educational opportunities to students and parents in areas such as social, emotional development, academic resources, civic engagement, technology training, college and career readiness.
- G. Showcase the strengths and assets of school to the community at large.
- H. 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. The background checks will be completed using the County School Board Processes. UWS 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. UWS 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.

- I. Assure 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. 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.
- J. 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.
- K. Provide a minimum of \$500,000 comprehensive general liability insurance naming The Board as an additional insured. As evidence of such insurance coverage, UWS shall furnish The Board with a Certificate of Insurance prior to commencing services under this Agreement.

**The Board agrees to:**

- A. Allow UWS access to the campus, campus administrators, teachers and staff.
- B. Assist in engagement and involvement of parents
- C. Attempt to procure the permission of the student's parent for participation in programs and services.
- D. 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. No personally identifiable student information may be disclosed to any third party without prior parental consent.
- E. For the mentoring or tutoring programs developed, secure appropriate parental consent, for those students identified and referred.
- F. Provide space for UWS for parental interaction, staff and family supports.
- G. Provide an area for UWS to offer trainings, seminars and programming to volunteers, students and parents.

**Both Parties Agree:**

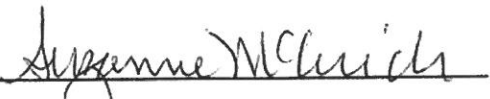
- A. That UWS is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
- B. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the 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 be from July 1, 2016 to June 30, 2017 unless terminated at an earlier date by either party. 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 UWS at 1445 2<sup>nd</sup> Street, Sarasota, FL 34236 to the attention of Suzanne McCormick, President and CEO, and to The Board 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. The prior Agreement between the parties, dated June 7, 2016, is hereby terminated and superseded by this Agreement.
- 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.

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

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

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

Approved for Legal Content  
August 2, 2016, by Matthews, Eastmoore,  
Attorneys for The School Board of Sarasota County, Florida  
Signed: ASH

Signed: 

Date: 8/24/16

Suzanne McCormick, President and CEO  
United Way Suncoast, Inc.



**AGREEMENT TO MAINTAIN**  
**CONFIDENTIALITY OF STUDENT RECORDS**

During the course of your organization's association with The School Board of Sarasota County, Florida you may be provided with, or have the opportunity to view, confidential student records. These records include, but are not limited to, documents such as report cards, grade sheets, test scores, cumulative folders, Individual Educational Plans (IEP), attendance data, and/or family and medical history. In accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), student records and all personally identifiable student information are private, strictly confidential and must not be disclosed to any other person or organization without the prior permission of the district or the parent.

By signing this Agreement, you acknowledge that your organization may gain access to confidential student records while performing program reviews, project tasks and/or providing services to students on behalf of or in collaboration with The School Board of Sarasota County, Florida.

By signing this Agreement, your organization also acknowledges that the student records are to be held as strictly confidential. Further, you agree you will respect the privacy of these records and will neither seek to view nor share within your organization the contents of any records except in the furtherance of the program's implementation, program review and/or program evaluation nor, disclose the contents of any record to any third party person or organization.

Suzanne McCormick

Name (please print)

Unite Way Suncoast

Organization Name

CEO

Title

Suzanne McCormick

Signature

8/24/14

Date