

**AGREEMENT BETWEEN**  
**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**  
**and**  
**TRULY VALUED, INC**

This Agreement is entered into this 10 day of July 2023, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "The Board" and TRULY VALUED, INC, a Florida not for profit corporation, hereinafter referred to as "Truly Valued " or "Agency" as the context may require, for the purpose of providing in-school mentoring, resiliency, and life skills development services for Sarasota County district children identified by school administration. The Board and Truly Valued agree as follows:

Truly Valued is a non-profit organization that provides resiliency and mentoring support services for children and their families in Sarasota County. Truly Valued services are provided at mutually agreed upon school locations, community partner locations, families' homes and at the Truly Valued office located at 2250 Myrtle Street, Sarasota FL 34234

**Truly Valued AGREES:**

- A. To provide mentoring, resiliency, and life skills development services to children and families referred to receive services through different life skill modalities and to incorporate community referrals and by obtaining written parental consent prior to the referral.
- B. Assure that all volunteers, employees or agents who will be present on school grounds at any time during the term of this Agreement, have been properly screened and trained, which shall include, but not be limited to orientation, in-depth interview, reference checks, police background checks and fingerprinting as provided by Florida law. The Agency will furnish the following to Sarasota County Schools Police Department Fingerprint office before any of its volunteers, employees or agents will be permitted on school grounds while students are present:
  - (i) A statement of attestation (set forth below) that the Agency has conducted Level 2 background checks for all candidates consistent with the requirements of Section 435.04, Fla. Stat. which shall be executed by the Agency's President or CEO or Director of the services being provided under this Agreement.
  - (ii) This attestation and the updated background checks must include all employees, volunteers or agents needing a badge and shall be updated regularly for each additional person providing services under this Agreement for each subsequent year of this Agreement.
  - (iii) Agency will immediately furnish to Sarasota County Schools Police Department Fingerprint Office any notifications of arrests it receives with respect to volunteers,

- employees or agents who had a badge issued by the Board. The Agency 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.
- (iv) Like other visitors to school grounds, Agency volunteers, employees or agents will also be subject to RAPTOR screening on school campuses. Additionally, any mentor must sign in and out of the school district's Volunteers Count! database each time they are on campus to mentor.
- C. Truly Valued shall provide appropriate supervision for all Truly Valued staff.
- D. Truly Valued shall 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, Truly Valued shall furnish The Board with a Certificate of Insurance prior to commencing services under this Agreement. Truly Valued will furnish a Certificate of Insurance for each subsequent year of the interagency agreement.
- E. Truly Valued shall ensure that its volunteers, employees and agents will follow applicable state and federal laws and regulations at all times in performing services under this Agreement.
- F. Truly Valued shall hold harmless, indemnify, and defend The Board, its agents, servants, and employees in their official and individual capacities, from any demand, claims, suit, loss, cost, expenses, 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.
- G. In the event Truly Valued receives student records and/or information in the course of providing services, it shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Agency shall (i) hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or permitted by law and disclose student records only to those who have a need to access the information in order to perform their assigned duties; (ii) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these student records in accordance with FERPA's privacy requirements; and (iii) continually monitor its operations and take all actions necessary to assure that the

student information and records are safeguarded in accordance with the terms of this Agreement.

**THE BOARD AGREES:**

- A. To facilitate access to school faculty at those locations where services are provided for an overview of the program, its eligibility criteria and referral process.
- B. To facilitate access to school records where signed parental consent has been given and verification of such consent has been provided to the school.
- C. To provide an appropriate space Truly Valued at any school location where mentoring, resiliency, and life skills development services are provided by said Truly Valued.

**BOTH PARTIES AGREE:**

- A. Truly Valued is an independent service provider and neither it nor any of the supervisors, employees, or any other persons used by Truly Valued in its programs shall be deemed an employee, servant, or agent of the Board while serving or participating in the provision of Truly Valued services.
- B. Any alterations, variations, modifications or waivers of this Agreement shall be void unless agreed to in writing by both parties. The Board and Truly Valued agree to amend this Agreement to comply with any modifications to the requirements of applicable federal or state laws or regulations.
- C. This Agreement shall commence July 10, 2023, and remain in effect until June 30, 2024, at which time the agreement will automatically renew unless terminated by either party. The Agreement shall continue to renew automatically thereafter for one-year terms until terminated by either party. Either party may terminate this Agreement at any time without cause by giving thirty days written notice to the other party. The Board may terminate this Agreement immediately upon providing written notice if Truly Valued materially breaches the terms of this Agreement.
- D. Upon termination or modifications of this Agreement, the Student Services Department is responsible for notifying the Sarasota County Schools Police Department Fingerprint office of any change in status and, if necessary, assist with the collection of all badges.
- E. Any notice given pursuant to this Agreement shall be made to Truly Valued, Inc, PO Box 381 Palmetto, FL 34220, to the attention of the Clinical Director or to The School Board of Sarasota County, Florida at 1960 Landings Blvd., Sarasota, Florida 34231, to the attention of Student Services.

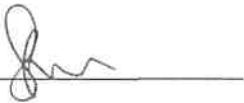
- F. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the County or Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- 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 Truly Valued have executed this Agreement as of the date first above written.

Truly Valued, Inc

The School Board of  
Sarasota County, Florida

By



Shavonne Sams, CEO  
Truly Valued Inc.

By \_\_\_\_\_

Bridget Ziegler  
Chair

Approved as to Form and Legal Content  
by Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: MRM  
Date: June 21, 2023