

## **AGREEMENT**

THIS AGREEMENT is made this 7<sup>th</sup> day of August, 2007, effective as of July 1, 2007, by and between DAVID R. VOSS ASSOCIATES, Inc., dba Voss & Associates (VOSS), a Florida corporation, and the SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, (SCHOOL BOARD) a body corporate under the laws of the State of Florida.

BOTH PARTIES AGREE to work together in an effort to improve communication and partnerships between Sarasota County Public Schools and the general community for the purpose of improving the quality of education for the students of Sarasota County.

BOTH PARTIES AGREE that improving communication will improve student performance, increase parent and community involvement, strengthen ties between educators and the business community, and provide more learning opportunities for students.

THEREFORE, VOSS agrees to:

1. Facilitate the process and assist staff in the development a new Strategic Communications Plan for the School Year 2007-08.
2. Assist staff in the implementation of the new Strategic Communications Plan, as assigned by the Director of Communications. These services may include but not be limited to the following:
  - a. Preparing for and publicizing Community Engagement forums.
  - b. Developing a new Next Generation Learning speech and presentation.
  - c. Providing content and production support for district publications and eNewsletters.
  - d. Writing speeches or key messages as assigned.
  - e. Providing Communications Coaching through training, seminars or on an "as needed" basis as situations arise.
  - f. Help formalize and leverage a Key Communicators Network.
  - g. Assist with communications needs of the Family Engagement Plan.
  - h. Provide technical assistance in the development of Podcasts.
  - i. Continue the new logo development process.
  - j. Provide graphic and photography assistance as assigned.
3. Provide ongoing communications consulting on issues that may arise during the term of this contract and be readily available by phone and email.
4. Pay for all routine office supplies, such as copies, phone, fax and equipment.

SCHOOL BOARD agrees to:

1. Provide public information materials to VOSS upon request.
2. Identify and invite participants to meetings and training sessions and provide meeting facilities.
3. Pay VOSS a retainer fee of \$3,000 per month at the end of each month served upon receipt of invoice, or a total of \$36,000 for the term of this contract.
4. Reimburse VOSS for approved travel, graphic design, photography and production expenses in accordance with school district policies and stipulated in individual project proposals.

**TIMELINES:**

The term of this Agreement commences on July 1, 2007, and terminates on June 30, 2008, unless extended in writing by Agreement of both parties prior to termination.

Furthermore, either party may, without cause, terminate this Agreement with a written 30-day notice, providing all agreements are fulfilled during that 30 day period.

**OTHER TERMS:**

1. This Agreement shall be construed for all purposes under 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. The Agreement may not be changed, modified, altered or amended except by a written instrument signed by both parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed, so that all of the remaining terms and conditions of this Agreement shall otherwise remain in full force and effect.

2. Neither VOSS nor the SCHOOL BOARD shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

3. The relationship between the SCHOOL BOARD and VOSS, its employees and agents, shall be that of an independent contractor and not that of employer/employee.

4. Any notice given or required to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage prepaid, as follows:

The School Board of Sarasota County, Florida:  
Superintendent of Schools  
1960 Landings Boulevard  
Sarasota, Florida 34231

David R. Voss  
Voss & Associates, Inc.  
1377 Fifth St.  
Sarasota, FL 34236

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BY: \_\_\_\_\_  
David R. Voss, President  
David R. Voss Associates, Inc.

BY: \_\_\_\_\_  
Frank Kovach, Chairman  
School Board of Sarasota County,  
Florida

Approved for Legal Content  
July 19, 2007, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: \_\_\_\_\_ ASH