

## MEMORANDUM OF UNDERSTANDING

### COMMITMENT OF FUNDING BETWEEN THE COMMUNITY FOUNDATION OF SARASOTA COUNTY AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

This Agreement is entered into this 16th day of October, 2012 ("effective date"), by and between the Community Foundation of Sarasota County ("Community Foundation") located at 2635 Fruitville Road, Sarasota, Florida 34237, and the School Board of Sarasota County, Florida ("School Board"), located at 1960 Landings Boulevard, Sarasota, Florida 34231.

#### **1. Purpose**

The purpose of this Agreement is to memorialize an understanding for a commitment of funding by the Community Foundation to the School Board for the costs associated with the position of Program Director of the Any Given Child Initiative as an employee of the School Board.

#### **2. Community Foundation's Offer of Funding**

The Community Foundation shall provide funding to the School Board in the amount of \$81,929 in the form of a one time grant to the School Board in the full amount of \$81,929 (the "Grant"). The Grant shall be provided to the School Board within ten (10) days of the date of this Agreement. Should the cost of the employee increase as of July 1, 2013, the Community Foundation agrees that it will provide additional funding, upon invoice from the School Board, in an amount equal to the actual cost increase associated with paying the Program Director. The balance of any unused funds from the Grant from the Community Foundation to the School Board shall, during the term of this Agreement, remain subject to refund to the Community Foundation in the event the agreement is terminated as provided in paragraph 5 below.

#### **3. Conditions to Funding:**

##### School Board responsibilities

- a. Program Director must be employed by, or, until employment is finalized, contracted with, the School Board for the Any Given Child Initiative.
- b. The Any Given Child Initiative must remain in active and effective operation as determined at the discretion of the Community Foundation.

#### **4. Funding**

In the event this Agreement is terminated by either party under Paragraph 5 below, any Funds provided to the School Board for use towards the Program Director position that have not yet been expended by the School Board shall be fully refunded to the Community Foundation within the Termination Period provided at Paragraph 5 below, unless otherwise agreed to in writing by the parties.

**5. Term of Agreement**

This Agreement shall be effective as of the date it is executed by both parties and shall continue in effect for twelve months from the effective date. Either party may terminate this Agreement at any time without cause by providing sixty (60) days written notice (“Termination Period”) to the other party. Written notice may be provided by email, fax, certified carrier or US Post.

**6. Governing Law**

This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

**7. Amendments**

This Agreement may be amended by written agreement executed by both parties.

**COMMUNITY FOUNDATION OF SARASOTA COUNTY, INC.**

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Roxanne G. Jerde, President and CEO

**SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

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Caroline G. Zucker, Chair

Approved for Legal Content  
October 5, 2012, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH