

**EDUCATION FOUNDATION OF SARASOTA COUNTY
COLLEGE CAREER CENTER AT RIVERVIEW HIGH SCHOOL AGREEMENT
BETWEEN
EDUCATION FOUNDATION OF SARASOTA COUNTY, INC. AND
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

This agreement, effective June 1, 2018, is made by and between Education Foundation of Sarasota County, Inc., a Florida corporation ("Foundation") and The School Board of Sarasota County, Florida ("School Board") for and in consideration of one dollar and 00/100 (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged:

WITNESSETH

1. Purpose. The purpose of this Agreement is to delineate the relationship and responsibilities of the Foundation and the School Board regarding the Education Foundation College Career Center operated on the Riverview High School campus.

A. Responsibilities of the Foundation:

- i. The Foundation shall hire, manage and compensate a Program Director for thirty-seven (37) months commencing on June 1, 2018. The Education Foundation College Career Center provides services to Riverview High School students, as described in Exhibit A attached hereto. In no event shall the Foundation be responsible for or required to pay any funds, to the School Board or otherwise except as provided in sub-paragraph iii below.
- ii. The Foundation shall complete background checks on any volunteer or employee who works in the College Career Center as required by Florida law prior to their start date. The Foundation will furnish the results of all background checks to The School Board before any of its volunteers or employees will be permitted on school grounds while students are present. The Foundation will further immediately furnish to The School Board any notifications of arrests it receives with respect to volunteers or employees who are present on school grounds.
- iii. The parties acknowledge that 60% funding for the Education Foundation College Career Center is provided by the Foundation through its fundraising efforts. 40% funding shall come from the Riverview High School school-based budget. The annual operating budget of the Center will not exceed \$120,000 for the first year with no more than 5% increases for each of the following two years. See Exhibit B.

B. Responsibilities of School Board:

- i. The program shall run under the direction of the Foundation President and under the umbrella of the Foundation Board of Directors. The Principal of

Riverview High School shall communicate with the Foundation regarding operational matters which, in the Principal's judgment will, or may, have a significant impact on the effective accomplishment of the services described in Exhibit A.

ii. The School Board will be responsible for any injuries or damages which result from any defective condition on or in the premises and the Foundation will be responsible for any injuries or damages which result from any negligent or intentional act taken by its employees or agents. Nothing in this Agreement is intended to waive any sovereign immunity to which the School Board is entitled under Florida Law.

2. Effective Date: This Agreement shall be deemed effective as of June 1, 2018, and remain in effect through June 30, 2021, unless otherwise terminated by any one of the parties hereto.
3. Amendment: Termination: This Agreement may be modified only with the written consent of the parties hereto. Any party hereto may terminate this agreement at any time without cause upon written notice at least thirty (30) days in advance of the desired date of the cancellation.

EDUCATION FOUNDATION OF SARASOTA COUNTY, INC.

4-9-18
Date

By: Jennifer Vigne
Jennifer Vigne, President

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Date

By: _____
Bridget Ziegler, Chair

Approved for Legal Content
April 3, 2018, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH