

MEMORANDUM OF UNDERSTANDING

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

This Agreement is entered into this _____ day of _____, 2016 by and between The Patterson Foundation located at 2 N. Tamiami Trail, Sarasota, Florida 34236, and the School Board of Sarasota County, Florida, 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 Patterson Foundation to the School Board for the costs associated with the position of Data Management Coordinator as an employee of the School Board. The overall goal of the partnership between the Suncoast Campaign for Grade Level Reading (SCGLR) and the School Board of Sarasota County is to insure that every child is reading on grade level by the end of third grade.

This partnership is designed to strengthen the data acquisition and management processes needed to insure that continuous progress is being made in areas that are supported by the Suncoast Campaign for Grade Level Reading (SCGLR): Improved Attendance, Decreased Summer Learning Loss, Improved School Readiness, etc.

The Patterson Foundation will provide funding to the School Board of Sarasota County, to hire a Data Management Coordinator whose job priority will be providing needed data/analysis to the SCGLR in a timely, efficient manner. However, the remainder of their time can be used to support the district's data department as needed.

2. Patterson's Foundation's Offer of Funding

The Patterson Foundation shall provide funding to the School Board in the amount of \$60,000 in the form of a one time 12-month grant to the School Board. The grant shall be provided to the School Board within 10 days of the date of this Agreement. Should the cost of the employee increase as of December 1, 2016, The Patterson Foundation agrees that it will provide additional funding, after notification of the increase by the School Board and upon invoice from the School Board, in an amount equal to the actual cost increase associated with paying the Data Management Coordinator. The balance of any unused funds from the grant from The Patterson Foundation to the School Board shall, during the term of this Agreement, remain subject to refund to The Patterson Foundation in the event the agreement is terminated as provided in paragraph 5 below.

3. Conditions to Funding:

School Board responsibilities

- a. Data Management Coordinator must be employed by, or, until employment is finalized, contracted with, the School Board.
- b. Suncoast Campaign for Grade Level Reading (SCGLR) must remain in active as determined at the discretion of The Patterson 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 Data Management Coordinator position that have not yet been expended by the School Board shall be fully refunded to The Patterson Foundation.

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 12 months from the effective date. Either party may terminate this Agreement at any time without cause by providing sixty (60) days written notice to the other party. Written notice may be provided by email, fax, certified carrier or US Post.

In the event TPF and School Board would like to extend the terms of this Agreement beyond this 12-month term, each agrees to enter into a new agreement stating the terms and conditions.

6. Data and Confidentiality

SCGLR will be provided information that is not personally identifiable related to school readiness, attendance, summer learning and reading achievement. Requests for data should go to the Director of Research and Assessment with copies to the Data Management Coordinator.

The Patterson Foundation will assure that all volunteers, employees, agents and subcontractors at The Patterson Foundation 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 AND the parent. Parental consent is NOT needed to disclose anonymous information to include the above data for research or evaluation purposes.

7. 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.

8. Amendments

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

9. Responsible Parties for the Planning and Implementation of the Grant

Suncoast Campaign for Grade Level Reading (SCGLR):

Beth Duda - Director, SCGLR (bduda@thepattersonfoundation.org)

John Annis - Vice President, Community Foundation of Sarasota County (Uannis@cfsarasota.org)

Bronwyn Beightol- Senior Vice President, United Way of Manatee County (BBeightol@uwmc.net)

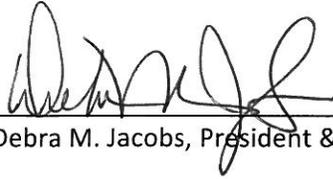
School Board of Sarasota County:

Denise Cantalupo - Director of Research and Assessment
Laura Kingsley - Executive Director of Elementary Schools

10. Supervision and Evaluation

Quarterly meetings will be established to discuss the progress of the partnership, needed changes, etc. The SCGLR asks that the Executive Director of Elementary Schools participate in this process along with those directly charged with the supervision and evaluation of the overall data process. SCGLR attendees may include Beth Duda, John Annis and Bronwyn Beightol.

THE PATTERSON FOUNDATION



Debra M. Jacobs, President & CEO

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Shirley Brown, Chair

Approved for Legal Content
Matthews Eastmoore, General Counsel for
the School Board of Sarasota County, FL
November 1, 2016
Signed: ASH