

AGREEMENT
BETWEEN
THE PATTERSON FOUNDATION
AND
SARASOTA COUNTY SCHOOL DISTRICT

This Agreement (this "Agreement") is made and entered into this 21st day of September, by and between The Patterson Foundation ("TPF") and the School Board of Sarasota County "District".

1. Identification of TPF. TPF is a wholly charitable trust governed by the laws of the State of Florida. TPF confirms that it is recognized by the Internal Revenue Service (the "IRS") as a tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and as a private foundation within the meaning of Code Section 509(a). TPF's contact person for all matters relating to this Agreement is Dr. Laurey T. Stryker, TPF's Initiative Manager for Cultural Connections with Students. TPF's address to which any notice or other communication hereunder shall be sent is: The Patterson Foundation, c/o Dr. Laurey T. Stryker, Initiative Manager, 2 North Tamiami Trail, Suite 206, Sarasota, Florida 34236.

2. Identification of Sarasota School District. The "district" is a political subdivision of the state of Florida organized under the laws of the State of Florida. The "District" contact person for all matters relating to this Agreement is Joe Binswanger, Support Services Manager, Technology. The "District" address to which any notice or other communication hereunder shall be sent is: 1960 Landings Boulevard, Sarasota, Florida 34231 Sarasota, Florida 34236.

3. The Project. In consideration of this Agreement and all Payments hereunder, the "District" shall use such funds for the purpose of the Scope and Deliverables described in Exhibit A.

4. Payments. TPF agrees to make the following gifts to the "District" (each, a "Payment" and collectively the "Payments"), such Payments having a cumulative value of up to \$2,014.26. The payment schedule is tied to the schedule of deliverables; the district will provide documentation to receive funds. TPF expressly reserves the right to cease Payments as otherwise provided in this Agreement:

October 1, 2010	\$650
February 15, 2010	\$650
April 15, 2010	\$714.26

TPF and the "District" agree that the schedule and amounts of the Payments may be modified by the mutual written consent of TPF and the "District".

5. Budget. The parties acknowledge that the schedule of Payments set forth above is designed to provide funds to pursue the Project in accordance with the proposed budget for application of the Payments to the Project attached hereto as Exhibit B (the "Budget"). The parties agree that the Budget may be modified by the mutual written consent of all parties.

6. Intellectual Property. The parties agree that the work made in the course of any "District" supported effort shall be the property of the "District" and be governed in accordance with district intellectual property policies.

7. Obligations of the "District". The "District" shall:

- a. Apply every Payment in support of the Project;
- b. Adhere to the Budget;
- c. Adhere to the goals and purposes of the Project, as described in this Agreement ;
- d. Provide TPF with documentation on the Scope of Services and Deliverables ("Reports) with the request for Payment under Item 4. Each Report shall (i) detail the manner in which proceeds from any Payments made hereunder have been allocated from the closing date of the prior Report (or from the date of this Agreement in the case of the first Accounting) through a closing date of thirty (30) days before the due date of the Report, (ii) reflect any divergence from the Budget, (iii) include a statement that all affirmative obligations under this Agreement have been met. In furtherance of the parties mutual goal of learning from the shared experience created through this Agreement, each Report also shall set forth the reflections and observations of the "District" regarding the goals, dynamics, successes and failures of the Project for the period covered by the Report;
- e. Meet with TPF to review Reports consistent with the Scope of Services and Deliverables in Exhibit A.
- f. Use no portion of any Payment to carry on propaganda or otherwise attempt to influence legislation, to influence the outcome of a public election, to carry on a voter registration drive, to make a grant that does not comply with Code Section 4945(d)(3) or (4), or to finance an activity for any purpose other than the charitable purposes stated in Code Section 170(c)(2)(B).

8. Early Cessation of Payments. TPF reserves the right to cease making any further Payments hereunder in the event the "District" fails to comply with its affirmative obligations under this Agreement or with any other terms of this Agreement.

9. Modification. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements between them

concerning such subject matter, and may be modified only by a written instrument duly executed by both parties.

10. Notices. Any contractual notice required or permitted to be given hereunder shall be in writing and shall be sent to the party to whom it is to be given either (i) by US certified mail, return receipt requested, at the address of such party set forth above, or (ii) by any other means, including other means of US mail, email or private delivery services, provided receipt of the party to whom the notice is to be given is acknowledged or can be verified. Any notice given pursuant to this paragraph shall be deemed given at the time of receipt thereof.

11. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.

12. Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Agreement. This Agreement does not create a partnership between the parties and neither party shall bear responsibility for the actions, inactions or debts of the other party in connection any matter, including but not limited to the Project.

13. Counterparts, Governing Law. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have been duly authorized to bind their respective parties to this Agreement and have caused this Agreement to be executed as of the date first above written.

THE PATTERSON FOUNDATION

September, __, 2010

Debra Jacobs, President

Laurey Stryker, Initiative Manager

SARASOTA COUNTY SCHOOL DISTRICT

September 21, 2010

Shirley Brown, Chair

EXHIBIT A

Project Overview:

The school district commits to develop and maintain an IT platform for the dissemination and coordination of curriculum related experiences in the areas of arts, culture, social studies and science. The Patterson Foundation commits to support the IT Platform development and initial implementation as described in the agreement. The IT Platform is intended to: 1) Support deeper, more purposeful integration of cultural/historical/scientific assets with state curriculum/standards for all areas, 2) facilitate communication and connections between cultural/historical/scientific organizations and district teachers and, 3) Improve access for our district students to available cultural/historical/scientific assets.

Project Structure: The Project Manager (PM) will be the Fine Arts Program Specialist in the Curriculum Department. Duties for this position are detailed in a separate September 7, 2010 agreement. The IT Project Coordinator will work with the Project Manager as described below and under the direction of Joe Binswanger, Technology Support Services Manager to develop and implement the IT Platform.

Scope of Services for IT Project Coordinator:

- A total of 60 hours of service will be provided from August, 2010 to March, 2011. Additional contracted services agreed to by the parties may be added consistent with agreement provisions. IT Platform maintenance is not included in this agreement but will be provided within the normal IT operations. All work specified in the deliverables of this document will be completed in the approximately 6 month/60 hour time frame.
- The IT coordinator for this project will work with the project manager and steering committee to determine use cases for site.
- The IT coordinator will work with the project manager and steering committee to determine user base, user rights and user access methods for the site.
- The IT coordinator will work with the project manager and steering committee to determine the feature set for the site.
- The IT coordinator will determine and recommend a suitable platform for the site.
- The IT coordinator will work with district personnel to assure that the site (including access, content, security, etc) conforms to Sarasota County policy.
- IT coordinator will work with the PM and steering committee to determine a suitable site maintenance schedule.

- The IT coordinator will work with the project manager to determine a mutually agreeable timeline for project deliverables.
- Following an iterative approach, a series of sites will be created by the IT coordinator, reviewed by the PM and the steering committee and revised in order to reach a working version of the site.
- The IT coordinator will provide training to personnel (determined by the project manager) on site processes and maintenance.

Deliverables

The services will result in a fully operational on line database that allows users to access cultural programs and sign up for them implemented by February 1, 2011.

- All deliverables outlined will fall into the 60 hour/6 month timeline.
- Use case document
- User access policy and access scheme
- Feature set documentation
- 4 site iterations (October 1, October 15, November 15, December 15) with time for feedback/revision, etc between.
- Functioning IT Platform meeting the project goals (February 1, 2011)
- Training Plan and completion of training sessions (March 30, 2011)

