

**AGREEMENT
BETWEEN
THE PATTERSON FOUNDATION
AND
SARASOTA COUNTY SCHOOL DISTRICT**

This Agreement (this "Agreement") is made and entered into this ____ day of September, 2012, by and between The Patterson Foundation ("TPF") and Sarasota County School District ("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 Laurey Stryker, TPF's Initiative Consultant for EdExplore. TPF's address to which any notice or other communication hereunder shall be sent is:

Laurey Stryker
The Patterson Foundation
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 Nancy Roberts, Director of Curriculum and Instruction. The "District" address to which any notice or other communication hereunder shall be sent is:

Nancy Roberts
Sarasota County School District
1960 Landings Boulevard
Sarasota, Florida 34231

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 Schedule of 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 \$38,665.62. TPF expressly reserves the right to cease Payments as otherwise provided in this Agreement:

\$9,666.40	payable on November 15, 2012
\$9,666.40	payable on February 15, 2013
\$9,666.40	payable on May 15, 2013
\$9,666.40	payable on August 15, 2013

TPF and the "District" agree that the schedule and amounts of the Payment(s) 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, at any time and from time to time, by the mutual written consent of all parties. Any divergence from Budget of more than 10% shall require a Budget modification. Without limiting the generality of the foregoing, District agrees that if District is able to satisfy a Budget item for less than the budgeted amount for such item, either because the item was donated in-kind, because costs were reduced, or as a result of other funding secured, District shall, at the discretion of TPF, either return the excess funds to TPF within 30 days from the time it was determined that District was able to satisfy a Budget item for less than the budget amount or apply excess funds in furtherance of another aspect of the Project pursuant to a budget modification.

6. **Communications Plan.** The parties to this Agreement, including their employees, partners and independent contractors, agree to use their best efforts to develop a collaborative Communications Strategy which will guide and control the dissemination of information about the Project by the parties. The parties agree that such communications strategy, once adopted, may be modified, at any time and from time to time, by the mutual consent of the parties. In the absence of a communications strategy, either party can disseminate information about the Project upon receiving consent from the other party, and both parties agree to refrain from making disparaging or derogatory remarks to any third party about each other or any aspect of the project.

Use of The Patterson Foundation name, logo(s), mark(s), and acronyms shall be approved by TPF or its communication partner prior to its use.

District agrees to comply with and abide by TPF's partner media policy attached hereto as Exhibit C.

7. **Intellectual Property.** The parties agree that the work made in the course of any "District" supported effort shall be the property of the "District".

8. **Obligations of the "District".** The "District" shall:

- a. Apply every Payment in support of the Project;
- b. Adhere to the Budget;
- c. Develop and adhere to the communications strategy;
- d. Adhere to the goals and purposes of the Program, as described in this Agreement and the Scope of Services, Exhibit A;
- e. Provide TPF with written quarterly reports ("Reports"), which shall be delivered to TPF not more than thirty (30) days following the end of each calendar quarter. 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;

- f. Meet with TPF prior to the end of contract period to review Reports and more frequently as requested by TPF;
- g. 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).

9. 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. Without limiting the generality of the foregoing, in the event District fails to maintain its tax-exempt status as described in this Agreement, or uses any portion of any Payment in a manner that is inconsistent with the terms of this Agreement, such party shall be deemed to have violated this Agreement. Upon such a violation, TPF reserves the right to cease making any further Payments hereunder and District shall return to TPF any portion of any Payment which (i) has not yet been spent as of the date of the breach and (ii) was spent in a manner that was inconsistent with the terms of this Agreement.

10. Liability. As between them, the parties agree that each will be solely responsible for the actions of its employees and agents in performing the acts contemplated in this Agreement. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of the School Board or to affect, limit or reduce the protection afforded the School Board under the provisions of Florida law. Notwithstanding the preceding, then neither party shall be liable for the negligent acts or omissions of the other.

11. Assignment. Neither party shall assign nor delegate all or any part of this Agreement to any person or entity without the prior written consent of the other party; except, however, the parties agree that TPF may assign and/or delegate its rights and duties under this Agreement, in part or in whole, to any of its affiliated initiative managers or initiative partners with notification to District. Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the respective parties hereto.

12. Survivability. The obligations set forth in Sections 6, 7, 8,10, 11, and 19 and the remedies set forth for breach of this Agreement shall survive the termination of this Agreement.

13. Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

14. 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 substantive changes may be modified only by a written instrument duly executed by both parties.

15. 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.

16. 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.

17. 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.

18. 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 any action to enforce this Agreement, the parties hereby consent to exclusive venue in the appropriate courts located in Sarasota County, Florida.

19. Right to Contract. Each party hereto represents to the other that it is authorized to enter into this Agreement and to provide the Services to be provided hereunder and that the exercise of the rights granted to the other party hereunder will not conflict with any commitments or agreements previously entered into between the party so representing and any other party.

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

_____, 2012

Debra Jacobs, President and CEO

_____, 2012

Laurey Stryker, Initiative Consultant

SARASOTA COUNTY SCHOOL DISTRICT

_____, 2012

Caroline G. Zucker, Chair

Approved for Legal Content
August 31, 2012, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

EXHIBIT A

SCOPE OF SERVICES AND DELIVERABLES

A. EdExploreSRQ:

1. Angela Hartvigsen, EdExplore project manager, activities:

- Conduct assigned launch activities for 2012-2013 year; communications with district, schools and teachers will be primary. Promote use of EdExplore.
- Work with Education Foundation to promote EdExplore grant applications with teachers and schools
- Work with Initiative Consultant, District IT personnel and EdExplore Steering Group to manage EdExplore on going development and maintenance
- Work with outside IT consultant to implement new functionalities and features identified by the EdExplore Steering Group
- Work through the Arts and Cultural Alliance (Alliance) and Science Environment Council of Sarasota County (SEC) to gather arts, cultural and science organization input to continuously improve EdExplore. Work with the Alliance and SEC to support technical assistance for organizations and provide training workshops.
- Work with curriculum specialists to review new “explorations” and 2012 submissions and strategies across curriculum areas.
- Work with evaluation contractor to provide ongoing feedback mechanisms to support formative evaluation and longer term evaluation design.

2. Nancy Roberts, Director of Curriculum and Instruction:

- Schedule each program specialist to have one of their goals on their Individual Professional Development Plan (IPDP) assisting with either one exploration or learning more about arts integration through training.
- A monthly update will be written and submitted for Superintendent Lori White, monthly updates to the entire staff
- District plan for sustainability will include quarterly meetings with Fine Arts Program Specialist, Director of Curriculum and Instruction, Program Specialist Tanice Knopp, Director of Communications Gary Leatherman, and Program Specialist Mina Ajrab from the district Communications Department and who oversee Team Up!

3. Deliverables related to EdExplore with estimated deadlines:

- Fine Arts Program Specialist to provide quarterly reports and updates regarding EdExplore.SRQ (October 30, 2012, January 30, 2013, April 30, 2013, July 30, 2013)
- Conduct EdExplore launch activities (August, 2012-October 1, 2013)
- Fine Arts Program Specialist to complete work with outside IT contractor on updates and training (December 31, 2012)

- Conduct ongoing EdExplore vetting and posting process; complete 2013-14 process by August 1, 2013; implement for profit criteria for academic year postings.
- Implement communication strategies with teachers, principals and schools via Constant Contact updates and Superintendent Lori White's district-wide video updates
- Adopt plan for EdExplore management and sustainability by December 31, 2012. The Plan will include quarterly meetings with Fine Arts Program Specialist, Director of Curriculum and Instruction, Program Specialist Tanice Knopp, Director of Communications Gary Leatherman, and Program Specialist Mina Ajrab from the District Communications Department and who oversee Team Up!

B. Implementation of Professional Development Arts Integration Track to Support Experiential Learning

- Provide training to Fine Arts Specialist on arts integration strategies through quality programs, mentorship
- Fine Arts Specialist will use training to develop at least two school/teacher training sessions in arts integration. Build upon existing Kennedy Center partnership which brings national teaching artists to conduct arts integration workshops. Some 120 Sarasota County teachers participate through Van Wezel Foundation funding. Funding would utilize Kennedy Teaching Artists for intensive demonstration and coaching sessions at a north-county selected school site for up to 20 teachers with reflections about their experiences and observations. These sessions and reflections would be videoed for use in developing arts integration professional development track. We are working on community funding for the south-county extended workshop.
- Work within the structure of the Kennedy Center Partnership and the Any Given Child Initiative to bring Kennedy Center workshop facilitators to Sarasota for a cadre of Arts Integration. Experienced teachers to receive training and watch model teaching in schools.
- Work with professional development department to identify and create curriculum for arts integration to build a 3-level structure of district Arts Integration training.
- Develop plans for an online component of on-going Arts Integration training and resources.

1. Deliverables related to Development of Arts Integration Strategy with estimated dates:

- Fine Arts Specialist will submit a report / updates of Arts Integration Strategy (Jan 2013)
- Fine Arts Specialist implements a recommended plan for professional development in arts integration for the District and works with Professional Development staff to implement.
- Fine Arts Specialist will continue arts integration training
- Fine Arts Specialist will continue arts integration training of teachers interested in increasing their Arts Integration skills. The overall Arts Integration professional development structure will be comprised of 3 levels of training in 15 hour segments. This year's workshops will be the "Basic" level workshops and would be primarily facilitated by the Fine Arts Specialist. At least two of these workshops will be offered in the 2012-2013 school year with a goal of 20 teachers per workshop cohort. Fine Arts Specialist conducts two /teacher training sessions by June 4, 2013
- Fine Arts Specialist will organize and implement an extended workshop in conjunction with the Kennedy Center partnership to allow 20 teachers from the workshop to participate in watching model teaching and reflection by December, 2012.

- Fine Arts Specialist conducts at least one training session for future arts integration trainers and provides opportunities for teachers to watch model teaching sessions by Kennedy Center Facilitator/Trainer. There will be up to 15 Arts Integration-experienced teachers that will participate in this training. This training will dovetail with the training opportunities offered by the Kennedy Center through Any Given Child Initiative.
- Create and post on-line training resources by June 1, 2013.

EXHIBIT B

PROJECTED BUDGET

BUDGET: August, 2012 – August, 2013						
Name and Position	% FTE	Salary Amount	Fringe Benefits	Indirect Costs	Total Funds Requested	In-Kind Contributions
PERSONNEL & FUNCTIONS						
Nancy Roberts						X
Curriculum Specialist						
Angela Hartvigsen	.4	16,074.42	x	x	16,074	X
6 months support						
OTHER EXPENSES						
Arts Integration training for Angela Hartvigsen					2500	
Materials					2000	
Kennedy Center teaching artists: On site arts integration coaching sessions and documentation					2000	
Teacher subs 20 x \$150					3000	
Trainer workshops and in-school model teaching sessions					5000	
Trainer teacher subs 2 x 15 @ \$150					2250	
Consultation and production costs for online training component					2500	
Miscellaneous					500	
5% Administrative O/H				1791	1791	
TOTAL BUDGET					37,615	

Exhibit C

The Patterson Foundation Media Policy

We will provide factual information to the news media and will respond to inquiries with respect for reporters' deadlines. We will maintain a professional demeanor, always remembering we represent The Patterson Foundation and its values. Our behavior in dealing with the media reflects upon TPF staff members, the Designation Committee and The Patterson Foundation's standing in the community. Only designated spokespeople will speak with the media – please note spokespeople at the end of this document.

Procedures: Media Inquiries

1. Direct all media inquiries to Roxanne Joffe, 941-685-5412
//rjoffe@capbrandmarketing.com. If Roxanne is not available, contact Melissa Thompson, 941-726-4875//mthompson@capbrandmarketing.com.
2. PLEASE CALL FIRST and use email to follow up with Roxanne or Melissa about media inquiries.
3. CAP Designee will inquire about the reporter's topic, deadline and best phone number to reach him or her. CAP Designee will contact Debra Jacobs and prep her before they return the call.
4. Debra Jacobs will brief CAP Designee after the conversation with the reporter.
5. CAP Designee will follow up with the reporter before his or her deadline to see if we can offer additional assistance.
6. CAP to review photography and video opportunities and will make recommendations.

Procedures: Press Releases

1. CAP will prepare and distribute all press releases and will follow up with media to encourage coverage – when appropriate.
2. CAP will assist Debra Jacobs with prep – if required.
3. CAP will prepare a document outlining a strategy and timeline for the release
4. CAP will provide copies of releases via email to Debra Jacobs.
5. CAP will post releases to the Web site and/or social media sites and archive them when stale.

Spokespeople

1. Primary Spokesperson – Debra Jacobs, President and CEO
 - a. Phone: 941-952-1413
 - b. Email: djacobs@thepattersonfoundation.org
2. Alternate Spokesperson – TPF Designee
3. Management might ask other representatives to speak with the media on selected topics and will provide assistance in preparing for interviews.