

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

This Agreement (this "Agreement") is made and entered into this 16th day of August, 2011, 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 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 Laurey 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 Nancy Roberts, Director of Curriculum and Instruction. The "District" address to which any notice or other communication hereunder shall be sent is:

Sarasota County School District
c/o Nancy Roberts
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 \$58,599.43. TPF expressly reserves the right to cease Payments as otherwise provided in this Agreement:

Payment dated November 5, 2011 - \$14,649.86

Payment dated February 5, 2012 - \$14,649.86

Payment dated May 5, 2012 – \$14,649.86

Payment dated August 4, 2012 -- \$14,649.86

5. 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”.

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

7. Communications Plan. The parties agree to use their best efforts to develop a collaborative communications plan (the “Communications Plan”) which will guide and control the dissemination of information about the Initiative by the parties. In the absence of a Communications Plan, either party can disseminate information about the Initiative upon consent of the other party.

8. Intellectual Property. The parties agree that the work made in the course of any “District” supported effort shall be the property of the “District”.

9. 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 Program, as described in this Agreement and the Scope of Services, Exhibit A;
- d. 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;
- e. Meet with TPF prior to the end of contract period to review Reports and more frequently as requested by TPF;

- 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).

10. 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.

11. 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, the neither party shall be liable for the negligent acts or omissions of the other.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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

_____, 2011

Debra Jacobs, President / CEO

_____, 2011

Laurey Stryker, Initiative Manager

SARASOTA COUNTY SCHOOL DISTRICT

_____, 2011

Shirley Brown, Chair

EXHIBIT A - SCOPE OF SERVICES AND DELIVERABLES

District Staff assigned to provide the services:

1. **Angela Hartvigsen, Fine Arts Program Specialist, .4FTE during the contract period and**
2. **Brad Porinchak, Science Program Specialist, .1 FTE.**

A. EdExploreSRQ:

1. Angela Hartvigsen, EdExplore project manager, activities:
 - a. Conduct assigned launch activities for 2011-12 year; communications with district, schools and teachers will be primary. Promote use of EdExploreSRQ (“EdExplore”).
 - b. Work with Education Foundation to promote EdExplore grant applications with teachers and schools
 - c. Work with Initiative Manager, District IT personnel and EdExplore Steering Group to manage EdExplore ongoing development and maintenance
 - d. Work with outside IT consultant selected by TPF to implement new functionalities and features identified by the EdExplore Steering Group
 - e. 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.
 - f. Work with curriculum specialists to review new “explorations” and 2011 and 2012 submissions.
 - g. Work with evaluation contractor selected by TPF to provide ongoing feedback mechanisms to support formative evaluation and longer term evaluation design.
 - h. Work with SEC and science specialist to assist in development and logistical planning of February 2012 STEMposium
2. Brad Porinchak, Specialist, STEM related activities:
 - a. Coordinate input on STEM EdExplore projects and STEMposium with CTE and Math specialists and with the creation of smart science classrooms (August, 2011 – May, 2012)
 - b. Work with SEC on creation of STEM Grade 6-12 Explorations which meet EdExplore criteria; including identifying priority benchmarks, assisting in recruiting teachers to work with science organizations, assessing EdExplore collaborations, and assisting in evaluation conducted by evaluator hired by The Patterson Foundation to continue building on this work in subsequent school years (August, 2011-May 2012)
 - c. Work with SEC on planning, development, conduct, evaluation, of STEMposium for February, 2012, and debrief to prepare for subsequent year (August 2011-February 2012)

B. Deliverables related to EdExplore with estimated deadlines:

1. Fine arts program specialist and science specialist to provide quarterly reports and updates regarding EdExploreSRQ (October 2011, January 2012, April 2012, July 2012)
2. The Fine Arts Program specialist conducts EdExplore launch activities (August, 2011-October 1, 2011)
3. Fine Arts Program specialist complete work with outside IT contractor on updates and training (December 31, 2011)
4. Fine Arts Specialist conducts on going EdExplore vetting and posting process; complete 2012-13 process by August 1, 2012
5. Science specialist to work with SEC to determine STEM topics with SEC members; develop preliminary list of teachers to participate (August 30, 2011)
6. Science specialist to assist in selection of teachers and scope for 15 Grades 6-12 EdExplore projects (October 15, 2011)
7. Science specialist to work with SEC and STEM steering group to plan, conduct and assess STEMposium (September – February, 2011)
8. Science specialist will serve as a member and advisor of the smart science classroom project (ongoing 2011-2012)

C. DEVELOPMENT OF ARTS INTEGRATION STRATEGY UP TO 2012 SYMPOSIUM

1. Fine Arts Specialist to be trained on arts integration strategies through quality programs, mentorship by provider(s) selected in consultation with the TPF.
2. Fine Arts Specialist will use training to develop at least two school/teacher training sessions
3. Build upon existing Kennedy Center partnership which provides national teaching artists to conduct arts integration workshops in Sarasota County.
 - a. Approximately 120 Sarasota County teachers participate through Van Wezel Foundation funding.
 - b. Funding would utilize Kennedy Teaching Artists for intensive demonstration and coaching sessions at selected school site(s) for approximately 40 teachers with reflections about their experiences and observations.
 - c. Video these sessions and reflections for use in developing arts integration professional development track.
4. Fine Arts Specialist to work with professional development department to identify and create curriculum for arts integration.

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

1. Fine Arts Specialist will submit biannual reports / updates of Arts Integration Strategy (Jan 2012 and July 2012)
2. Fine Arts Specialist will complete arts integration training by December 30, 2011
3. Fine Arts Specialist conducts two school/teacher training sessions by May 30, 2012
4. Conduct two follow-up sessions with Kennedy Center Teaching Artists that provide intensive demonstration and coaching experiences for approximately 40 teachers each by May 1, 2012. District will video sessions to be used for future arts integration training.
5. Fine Arts Specialist completes recommendations for professional development arts integration plan by May 30, 2012.

EXHIBIT B
PROJECTED BUDGET

BUDGET

BUDGET: August, 2011 - August, 2012						
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	32,511.00	x	x	32,511.00	
Brad Porinchak	.1	7,297.98	x	x	7,297.98	
OTHER EXPENSES						
Arts Integration training for Angela		5,000.00			5,000.00	
On site arts integration coaching sessions and documentation		5,400.00			5,400.00	
Teacher subs 40 x \$140		5,600.00			5,600.00	
5% Administrative				2,790.45	2,790.45	
TOTAL BUDGET				58,599.43	58,599.43	