

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

This Agreement (this "Agreement") is made and entered into this 7<sup>th</sup> day of September, effective as of the 5 day of August, 2010, 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 the Fine Arts Curriculum Program Specialist. 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 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 \$35,637 . TPF expressly reserves the right to cease Payments as otherwise provided in this Agreement:

Payment dated November 5, 2010 – \$8909.25

Payment dated February 5, 2011 – \$8909.25

Payment dated May 5, 2011 – \$8909.25

Payment dated August 4, 2011 -- \$8909.25

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".

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 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 quarterly 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).

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 7, 2010

\_\_\_\_\_  
Debra Jacobs, President

\_\_\_\_\_  
Laurey Stryker, Initiative Manager

**SARASOTA COUNTY SCHOOL DISTRICT**

September 7, 2010

\_\_\_\_\_  
Shirley Brown, Chair

September 7, 2010

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Nancy Roberts, Director Curriculum and Instruction

## **EXHIBIT A**

### **SCOPE OF SERVICES AND DELIVERABLES**

**District Staff assigned to provide the services: Fine Arts Program Specialist; .4FTE or on average 16 hours weekly during the contract period.**

#### **IT Platform:**

##### Scope of Services

- Work with Initiative Manager, district IT personnel and IT steering group to determine the need for, feasibility of and function of an IT platform for the information dissemination and coordination of extended experiences for students in the areas of the arts, culture, social studies and science as offered by area organizations.
- Work with steering group (which includes Initiative Manager and IT personnel) to determine specific needs and mission for the platform and begin to develop structure.
- Consult initially with steering group and subsequently representatives from arts organizations and teachers to determine if early direction of the IT platform is feasible and make necessary adjustments.
- Consult with steering group to outline criteria that will be used to determine which organizations will be included on the platform.
- Consult with steering group to determine how the platform and experiences included on it will be assessed and how that information will be disseminated and utilized.
- Consult with steering group to decide what specific organizational information will be included and how it should be displayed.
- Consult with district personnel and steering group to determine which field trip forms, permission slips, etc. should be included on the platform and whether they will be partially completed by cooperating organizations or not and if a parent info form should be included.
- Meet with representatives from each organization included on the platform to determine which of their specific information will be included and when it needs to be submitted and to determine who the contact person for each organization will be.
- Continue to meet with Initiative Manager, district IT personnel and IT steering group to refine and clarify the mission and structure of the platform.
- Determine membership of the teacher “test group” that will participate in the initial trial of the platform. There will also need to be a small group of organizations chosen that will participate in the trial run of the platform.

- Work with IT personnel to train teachers and organizations involved in the “test group” in use of the platform.
- Work with IT personnel to launch the trial period during and stay in close communication with all teachers and groups involved to help troubleshoot and monitor successes and needs.
- Meet with Initiative Manager, district IT personnel, IT steering group and test group to determine the successes and needs of the trial period and discuss how the needs can best be addressed.
- Work with IT personnel to address the changes that become necessary as a result of the trial period and the test group’s feedback.
- With IT staff, train remaining arts organizations on use of platform and ensure their information is appropriate for and ready to add to the platform
- Undergo a short trial period- live or not- to determine the success of platform changes
- Add remaining organizations and plan final scope of launch
- Plan and implement, with IT staff, teacher training on use of platform- this should begin in late fall
- Finalize the platform in preparation of a January launch
- Launch IT Platform in mid to late January
- Continue to support all users of the platform in troubleshooting issues and achieving successes
- Work with IT staff to maintain platform as it is used and plan continued growth in scope and use
- Work with new organizations to determine their eligibility for addition to platform

#### Deliverables:

- Assist with the creation of agendas for meeting of personnel involved in the IT platform project (July, 2010)
- Assist with the creation and coordination of an IT steering group (July, 2010)
- Create a plan for my input into the creation and implementation of an IT platform (July)
- Conceptualize formats for the method for displaying and interacting with information from organizations (July-August)
- With the platform steering committee, establish minimum criteria organizations will meet to be included on the platform (August)
- Invite organizations, (and determine their contact person) to submit information if they wish to be included in the initial launch of the platform (August-September)
- Establish a group of organizations and teachers that will be involved in the test group of the platform (September-October)
- Design and implement, with IT personnel, trainings for teachers and organizational representatives involved in both the test group and the entire platform group (October-December)

- Test, receive feedback from test group and address feedback through changes on platform (November)
- Prepare and help launch IT platform (August-January)
- Support teachers and organizations in use of platform and continue to address necessary changes as determined by user feedback (August-June)
- Maintain operational and curricular aspect of the platform as assisted by district IT personnel (August-June)
- Work with organizations interested in becoming a part of the platform to see if they have laid the appropriate ground work to become an suitable addition (August-June)

### **Build Collaborative Connections**

#### Scope of Services

- Determine the goals and mission of a series of Collaborative Connections Symposia and decide how the success of this project will be assessed.
- Determine how many symposia will be held and set dates.
- Determine the target audience of the overall project and which symposia will address which sector(s) of the target audience.
- Begin planning the initial symposium, “Meaningful Curricular Connections”, which will target education representatives from area arts/cultural, historic and scientific organizations will address the new standards in language arts, math, science and social studies to give participants a deeper understanding of not only the state standards (the “old” Sunshine State Standards and the “new” Next Generation Sunshine State Standards), when each subject area will begin to use new standards and how their organizations might best establish more effective collaborations with Sarasota County School’s teachers, students and parents. There should also be an explanation for education representatives about the process teachers are required to go through for taking their students on field trips and possibly an introduction to the IT Platform.
- Determine the date, site, and schedule for this initial symposium.
- Determine the speaker and content of sessions.
- Determine best marketing strategy for attracting a wide range of education directors and organizations to the symposium and begin to implement.
- Arrange for logistics symposium including materials, speaker’s arrangements, lunch, room setup, technology needed, etc.
- Create and organize materials for dissemination.
- The day of the initial symposium, handle set-up, speaker’s technological needs, registration, running of sessions and other needs for the day to run smoothly.
- Assess symposium attendees to determine their level of satisfaction with the symposium content and how applicable they feel the information gained will be to

their job and their organization. This assessment tool will also help drive the content and audiences targeted for subsequent symposia.

- Assess teachers and administrators to collect additional data that, when paired with the assessment data from the initial symposium will help drive the content and audiences targeted for subsequent symposia.
- Proceed with planning subsequent symposia as driven by data from the first, keeping in mind the mission and goals of the project.
- Continue to plan, market, administer and assess the remaining symposia.
- Examine data at the end of the 2010-2011 academic year to make decisions about the 2011-2012 academic year.

#### Deliverables:

- Work with Laurey Stryker (Initiative Manager), Nancy Roberts (Curriculum Director) and Nancy Roucher (Arts Council Arts Education Organizations) to determine the goals and mission of a series of Collaborative Connections Symposia (July-August, 2010)
- Number of symposia, dates and sites selected (August-October)
- Speaker possibilities are vetted, contacted and booked (July-August)
- Other presenters (curriculum staff and members of panels) are chosen, contacted and scheduled (August)
- Goals of initial symposium established, target audience chosen and “marketing” commences (July-August)
- Determine content of session and create schedule (August)
- Arrange logistics for session (lunch, equipment needed, materials needed, guests arrangements, etc.) (August-September)
- Create an assessment tool to be completed by symposium #1 participants before they depart the symposium (August-September)
- Administration (with planning group) of initial symposium including registration, delivery of symposium content and assessment (September)
- Create an assessment tool to be completed by district teachers and administrators (possibly parents) (August-September)
- Plan subsequent symposia based on data collected and analyzed (August, 2010-March, 2011)
- Continue to plan, market and administer remaining symposia (August, 2010-March, 2011)
- Decide on 2011-2012 needs and begin planning (January-March, 2011)

## EXHIBIT B

### PROJECTED BUDGET

#### BUDGET

<b>BUDGET: August, 2010 – August, 2011</b>						
Name and Position	% FTE	Salary Amount	Fringe Benefits	Indirect Costs	Total Funds Requested	In-Kind Contributions
<b>PERSONNEL &amp; FUNCTIONS</b>						
Nancy Roberts						X
Curriculum Specialist						X
Fine Arts Specialist	.4	32,511	x x		32,511	
<b>TRAVEL</b>						
Mileage					1500	
<b>OTHER EXPENSES</b>						
Indirect Expenses				1626	1626	
<b>TOTAL BUDGET</b>				<b>34137</b>	<b>35,637</b>	