

SCHOOLS FOUNDATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA ("SCHOOL BOARD") and the BREVARD SCHOOLS FOUNDATION ("BSF"), both located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

WITNESSETH:

WHEREAS, under the State Constitution and Fla. Stat. §1001.32(2), SCHOOL BOARD has the power to manage, operate, control, administer, and supervise all free public schools in the Brevard County School District and may exercise any power except as expressly prohibited by the State Constitution or general law;

WHEREAS, SCHOOL BOARD has the general power under Fla. Stat. §1001.41 to determine policies and programs deemed necessary by it for the efficient operation and general improvement of the district school system, as well as the power to perform duties and exercise those responsibilities that it may find to be necessary for the improvement of the district school system in carrying out the purposes and objectives of the education code;

WHEREAS, SCHOOL BOARD, has the power under Fla. Stat. §1001.42 to contract for materials, supplies, and services needed for the district school system;

WHEREAS, in addition to the above-mentioned powers, SCHOOL BOARD has the authority under Fla. Stat. §1001.453 to permit the use of property, facilities, and personal services of the district by a direct-support organization;

WHEREAS, BSF is a District School Board Direct Support Organization approved by SCHOOL BOARD under Fla. Stat. §1001.453;

WHEREAS, BSF is a Florida nonprofit corporation established under Fla. Stat. with IRS 501c3 status;

WHEREAS, BSF is organized and operated to receive, hold, invest, and administer property and to make expenditures to or for the benefit of public kindergarten through 12th grade education and adult career and community education programs in Brevard County;

WHEREAS, BSF has historically provided valuable services in support of public education in Brevard County and SCHOOL BOARD desires those services to continue;

WHEREAS, SCHOOL BOARD desires to permit BSF to use property, facilities, and personal services of the district;

WHEREAS, SCHOOL BOARD further wishes to contract with BSF for the provision of services to the district school system as described in this Agreement;

THEREFORE, in consideration of the mutual promises and covenants exchanged between the parties herein and \$50,000 to be annually provided by the District to BSF, provided such funds are appropriated and included in the District budget each year, SCHOOL BOARD and BSF agree as follows:

1. **Scope of Services.** BSF has historically provided services to Brevard County Schools in support of education and shall continue to provide the following services:
 - a. **Production of ABC Awards** - Host and produce annual recognition event of behalf of Brevard County School District for approximately 450 Teachers of the Year, Employees of the Year, Volunteers of the Year, Administrators of the Year, and Rookie/Emerging Teachers of the Year.
 - b. **Grants applications/management** - Apply for grants/funding on behalf of District schools, departments and programs where 501(c)(3) status is required. Manage school district education foundation matching grant program. Maintain accountability and fiscal agency and provide impact reports for funded projects. Arrange site visits as required by grantor. Acknowledge grantors and provide media support.
 - c. **Professional/Administrative Services** - Maintain financial records for more than 300 school program/department accounts in accordance with GAAP. Receive and process monetary and in-kind donations requiring official 501(c)(3) status. Provide gift-in-kind support documentation to BPS for capitalization purposes. Provide tax receipts and acknowledgements to donors in compliance with IRS. Process corporate matching gifts. All records are maintained in Raisers Edge/Financial Edge software.
 - d. **Administer/manage Bright Ideas Classroom Grant Program for teachers** – Maintain specialized software to process applications and accountability reports. Develop additional donor support to allow teachers to enhance academic achievement. Manage and promote support education license plate funds used to award Bright Ideas Classroom Grants.
 - e. **Administer/manage Scholarship Program for graduating seniors** – Set up and maintain donor-directed scholarship and endowment opportunities in accordance with IRS rules and regulations. Manage application and award process using specialized on-line software. Verify criteria has been met and process payments to institutions of higher education.
 - f. **Manage/operate Take Stock in Children drop-out prevention program** – Take Stock in Children provides an educational pathway for deserving, low-income students. The program helps children stay in school, graduate from high school, complete college, and become productive citizens. This success is achieved through an innovative multi-year program model of mentorship, a college success coach, accountability, college readiness skills training, and scholarships. Provide college success coach services, mentor recruitment and coordination, fundraising, and scholarship purchasing for approximately 250 at-risk students.

7. **Notice.** Any notice required hereunder shall be provided by U.S. Mail to the following addresses:

As to BSF:

Janice Kershaw (or then current President)
2700 Judge Fran Jamieson Way
Viera, FL 32940

As to SCHOOL BOARD:

To the current SCHOOL BOARD Chairperson
With a copy to the current Superintendent of Schools
2700 Judge Fran Jamieson Way
Viera, FL 32940

8. **Effective Date.** The Effective Date of this Agreement shall be the date last executed by the parties hereto.
9. **FERPA.** To the extent the Services provided by BSF involve the access to confidential student information, BSF shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information.

10. **Public Records.**

- a. **IF BSF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS, MATT REED 321-633-1000 ext. 796. Reed.Matt@brevardschools.org, THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940.**
- b. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the Parties. BSF acknowledges its legal obligation to comply with Section 119.0701, Florida Statutes. BSF shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by SCHOOL BOARD in order to perform the scope of services. BSF shall provide public access to the public records on the same conditions that SCHOOL BOARD would provide the records and at a cost that does not exceed the cost allowed by law. BSF shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. BSF shall comply with all requirements for retaining public records and shall transfer, at no cost to SCHOOL BOARD, all public records in the possession of BSF upon

termination or expiration of this Agreement. BSF shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to SCHOOL BOARD in a format that is compatible with the information technology systems of SCHOOL BOARD.

11. **No Assignment.** Neither Party may assign or transfer its rights and remedies nor transfer its obligations or subcontract for any of the services to be performed under this Agreement, in whole or part, without the prior approval of the other Party.
12. **Governing Law.** This Agreement and the rights of the Parties shall be governed and construed in accordance with the laws of the State of Florida and the United States, without regard to its choice of law principles. The Parties agree that jurisdiction and venue for any action arising under this Agreement shall lie exclusively within either the state courts of Florida located in Brevard County, Florida or the United States District Court for the Middle District of Florida, Orlando Division. The Parties specifically waive the right to any other jurisdiction and venue, and the defense based on inconvenient forum.
12. **Construction of Agreement.** Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

BREVARD SCHOOLS FOUNDATION

By its: _____

Date: _____

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By its: _____

Date: _____

Attest: _____

Title: _____