

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA
AND
THE SANTA ROSA EDUCATION FOUNDATION, INC.

This Memorandum of Understanding (MOU) is entered into by and between the School Board of Santa Rosa County, Florida, hereinafter referred to as "School Board" or "School District" and the Santa Rosa Education Foundation, Inc. a Florida Not for Profit Organization hereinafter referred to as "SREF".

WHEREAS, School Board of Santa Rosa County, Florida is a district school board with the authority under FL Statute §1001.32 to manage, control, operate, administer, and supervise the School District of Santa Rosa County Florida and is authorized to enter into this Memorandum of Understanding; and

WHEREAS, SREF is the direct support charitable organization of the Santa Rosa School District created in 1987; and

WHEREAS, SREF qualifies as a charitable organization in good standing with the Florida Attorney General's Office and qualifies as a charitable organization under §501(c)(3) of the Internal Revenue Code; and

WHEREAS, SREF is the strategic non-profit partner of the School Board and serves as an intermediary organization of the School Board in matters of private fundraising; has its own board of directors; and

WHEREAS, the School Board values the role that SREF plays in raising funds for School Board programs and desires to avoid conflicting solicitations of private donors; and

WHEREAS, SREF and the School Board agree that the mission on SREF is to create an awareness of and enhance public education by building and sustaining community support through raising and distributing funds, fostering awareness of needs in public schools in businesses and the community, and by partnering closely with the School District to facilitate programs that create positive, measurable change for educators and students; and

WHEREAS, SREF mobilizes community resources in support of the priorities defined by the School Board through business, nonprofit and community partnerships, and individual volunteerism; and

WHEREAS, SREF may from time to time be asked to convene stakeholders and community members in order to advocate on behalf of needs defined by the SCHOOL BOARD; and

NOW THEREFORE the School Board and SREF (together, the "Parties") make and enter into this Memorandum of Agreement:

I. TERM

This MOU will be in effect from date of signature by both Parties and it is intended that this MOU will continue each year until terminated subject to Termination terms described in section V or June 30, 2028, whichever comes first.

II. ORGANIZATIONAL RELATIONSHIP

- A. An annual meeting will be held with representatives from both Parties for the purposes of reviewing the School District's funding priorities identified from the District's Strategic Plan and jointly determining how the SREF may align its fundraising, program development, and community engagement activities in support of these priorities.
- B. The Superintendent (or his designee) shall serve as an ex officio member of the SREF Board of Directors.
- C. SREF shall be authorized and licensed to use the name, insignia, logo, or other references, including individual schools for the purpose of raising funds for the School District and presenting to the public the joint, supportive, and collaborative relationship between the School District and SREF. SREF may not assign or sublicense this right without the prior written consent of the Superintendent.
- D. SREF will appear on the School District website as a strategic partner of the School District.
- E. The School District will appear on the SREF website as a partner and recipient of resources raised on its behalf.
- F. SREF is authorized to solicit contributions for the benefit of the School District using both SREF and the School District websites
- G. The School District and SREF will share aggregate data on mutual metrics on which SREF provides external reporting.
- H. SREF shall submit a copy of its Annual Audit using Governmental Standards to the School District by November 1st of each year.
- I. SREF hereby acknowledges that designated gifts and contributions for a particular school or for other School District programs and activities shall not be used for other purposes.
- J. SREF shall comply with all Florida laws that may pertain to them including but not limited to the Florida Government in the Sunshine Law, if it applies.
- K. All administration of funds by SREF shall be consistent with laws governing tax exempt organizations.

III. SERVICES PROVIDED

- A. SREF shall promote the use of best practices and academic models that foster student achievement, operating excellence, and safe school environments in all programs it facilitates.
- B. SREF shall build and enhance an awareness of public education in Santa Rosa County by building and sustaining business and community support.
- C. SREF will continue as the designated charitable organization to receive and disburse fees generated from the sales of the Florida “Support Education” License Plate in Santa Rosa County pursuant to §320.080, FL Statute.
- D. SREF will continue to administer the Florida Legislature’s School District Matching Grant Program in Santa Rosa County by leveraging private donations to utilize the maximum allowable funds available for eligible programs that address identified funding priorities in support of the School District’s mission.
- E. SREF will continue to seek new income sources and private partners to fund solutions-based programs, and will administer, manage, evaluate and report its programs with fidelity to program objectives and outcomes.
- F. SREF agrees to continue to serve as a Fiscal Agent to administer donations when School District departments solicit donations from donors that require a §501(c)(3) sponsor. At such time that the Fiscal Agent services are required, SREF agrees to
 - 1) negotiate in good faith an agreement to be fiscally responsible for the stewardship of funding.
 - 2) Coordinate with Superintendent or designee to outline additional support if needed.
 - 3) Coordinate with Superintendent or designee regarding Fiscal Agent fee of 5% or \$2,000, whichever is less, per account with a minimum fee of \$25.

IV. SCHOOL DISTRICT REMUNERATION PROVIDED

- 1) A Santa Rosa School District Teacher on Special Assignment selected by School District with input from SREF Executive Committee members to serve as the Executive Director of SREF.
- 2) Access by SREF personnel to the schools and facilities of the School District for events and meetings that benefit the School District and/or its students.
- 3) Courier Service between school locations and the Foundation.
- 4) Phone service, internet access, and email accounts for all SREF employees.

- 5) Technical support to the Foundation
- 6) Office space, Little Red Schoolhouse Teacher Supply Depot space, phones, computers, utilities, copy services, and postage for SREF.
- 7) A value for all in-kind services will be provided to the Foundation by the District accounting office for the purpose of recording the In-Kind Donation on the Foundation's tax return.
- 8) The parties may mutually agree in writing to change the in-kind services provided to each other.
- 9) With written parental consent and within the confines of FERPA, access to SREF personnel to student and employee records as needed for the Take Stock in Children program and employee recognition programs. SREF agrees to provide grants to teachers, scholarships for students, educator recognition programs and events, and administration of the Take Stock in Children program.

V. TERMINATION OF AGREEMENT

This MOU may be terminated with one hundred and twenty (120) days written notice to the Superintendent of the School District or Executive Director of the Foundation. Termination on this MOU shall not discharge any liability, responsibility, or right of any party that arises from the performance of or a failure to adequately perform the terms of the MOU prior to the effective date of termination. In the event either party notifies the other of its intent to terminate the MOU, the Parties shall meet to discuss in good faith the expeditious and efficient separation of the Parties' assets and ongoing obligations, consistent with obligations imposed by applicable law, by donors, and by other interested parties.

VI. GENERAL LIABILITY

Each party to this MOU shall be liable for its own acts, and the results thereof and shall not be responsible for the acts of the other party, its officer, directors, employees, or agents.

SREF represents that it has the following insurance coverage to the extent required by law: General Liability and Officers and Directors, with limits of \$500,000 each occurrence, general aggregate of \$1,000,000.

VII. AMENDMENTS

Modification of this Agreement by the parties shall not be effective except upon a written document evidencing the modification and the mutual consent of the parties.

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BETWEEN
THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA
AND
THE SANTA ROSA EDUCATION FOUNDATION, INC.

IN WITNESS WHEREOF, this MOU effective from _____, 2018, to continue each year until terminated as provided herein, or June 30, 2028; whichever comes first, has been executed on the respective dates under each signature by and on behalf of the School Board of Santa Rosa County, Florida and the Santa Rosa Education Foundation, Inc.

THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA

_____ Date: _____
Diane Scott, Chair
For Santa Rosa County School Board

_____ Date: _____
Attest: Timothy S. Wyrosdick
Superintendent

_____ Date: _____
Cathy S. Purdon, Executive Director
For Santa Rosa Education Foundation, Inc.

_____ Date: _____
Kara Bloomberg, Board Chair
For Santa Rosa Education Foundation, Inc.