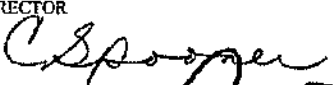



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY Curriculum & Instruction/Human Resource Services/ Risk Management		SCHOOL BOARD AGENDA EXECUTIVE SUMMARY	
TITLE Contract between the School Board of Escambia County, Florida, and The Pensacola Museum of Art, Inc.		SUBMITTED BY: Dr. Sandra S. Durr, Fine Arts Specialist	
PERIOD OF GRANT/CONTRACT/REQUEST August 1, 2009 - June 30, 2010	FUNDING SOURCE Fine Arts Budget Project 1125	PROJECT COORDINATOR AND DEPARTMENT Dr. Sandra S. Durr, Fine Arts Specialist	
AMOUNT OF FUNDING REQUEST - Is amount more, less or same as last year? (Explain differences at end of Purpose section if additional space is required) \$11,000.00 - same as last year		TOTAL PROJECT - Is amount more, less or same as last year? \$11,000.00 - same as last year	
PURPOSE To provide for the <i>Youth Art Focus</i> exhibition of school art in The Pensacola Museum of Art and other services to schools and teachers to enhance the visual art program in the District.			
IMPLEMENTATION PLAN The Pensacola Museum of Art and its staff will organize and provide for an exhibition of school art, the <i>Youth Art Focus</i> , including an opening reception, publicity, and awards. It will also provide resource materials and services to schools upon request by art educators and schools and provide for an exhibition of teacher educator art work during the annual <i>Youth Art Focus</i> . <u>EVALUATION:</u> The museum will provide evaluation forms to teachers and students as to the effectiveness of their program offerings, seeking ways to improve. These will include services for individual schools and classes as well as the annual <i>Youth Art Focus</i> Exhibit of student art.			
PARTICIPATING SCHOOLS/AGENCIES All schools designated by the District.			
ACTION REQUIRED Board approval			
STRATEGIC ALIGNMENT - Include number and definition of Goal and Objective. GOAL: Lay a foundation for continuous learning that allows all students to achieve their maximum potential. OBJECTIVE: 1.2 Every student achieving at high levels.			
DIRECTOR 		DATE 6/24/09	
ASSISTANT SUPERINTENDENT 		DATE 7/8/09	DATE OF BOARD APPROVAL

CONTRACT

The School Board of Escambia County, Florida
and
The Pensacola Museum of Art, Inc.

Contract by and between the School Board of Escambia County, Florida (hereinafter referred to as "The Board") and the Pensacola Museum of Art, Inc., a Florida not-for-profit corporation (hereinafter referred to as "The Museum").

For and in consideration of the mutual covenants contained herein, the sufficiency of which the parties acknowledge, The Board and The Museum agree as follows:

1. The Museum agrees

- A. to schedule an exhibition, *Youth Art Focus*, in consultation with the Fine Arts Specialist and the Director of High School Education of the District presenting art produced by students enrolled full time in the District. The museum will assume all responsibility for hanging the exhibit as well as for securing appropriate judges for the secondary school exhibit, providing all ribbons, certificates, and other awards;
- B. to produce and print appropriate brochures and posters relating pertinent information to publicize the exhibition;
- C. to host a reception marking the official opening of the exhibition, preparing and distributing printed invitations within the community, the school district, and The Museum membership;
- D. to schedule tours for the District schools during the term of the exhibition, with guidance provided to students by the docents and museum staff. The schedule of tours will be coordinated with the Fine Arts Specialist of the school district;
- E. to host a simultaneous juried exhibit of art works by District art educators under the rules of The Museum for exhibits. The exhibit will be publicized as a part of *Youth Art Focus* with appropriate recognition given to the winning artists at the opening reception;

- F. to provide other services to the school district to include, but not limited to
 - 1. conducting tours, as may be requested by individual schools;
 - 2. developing thematic art trunks to be on loan to the schools;
 - 3. providing research services and materials as may be requested by art teachers in the District for use in the schools;
 - 4. initiating and providing other services and materials at the museum's discretion;
- G. to provide for liability insurance covering the students and district staff while at The Museum, in accordance with the attached Escambia School District Risk Management Addendum;
- H. to provide with each invoice for services a list of activities, as well as results of those activities, during the invoice period including but not limited to the following: workshops, presentations, programs, consultations, counseling services, or other activities which include locations of these activities; the number of participants; evaluation of the service by participants; and an evaluation of the progress made by the students either in knowledge and/or attitudes related to the topics presented or services provided. Some evaluations may be in the form of direct feedback to school-based personnel.
- I. to require all Museum personnel who have direct contact with children to undergo a level 2 background screening [eg. – docents who conduct tours as provided in Section 1.F.1 pursuant to Section 1012.465, Florida Statute (2008)]. Cost is to be borne by The Museum.

2. The Board Agrees

- A. to transport students at District expense to The Museum for selected activities and exhibitions;
- B. to have the Fine Arts Specialist develop a schedule of tours for *Youth Art Focus* with the education curator of The Museum; and

- C. to permit The Museum to purchase such materials as may be available in the district warehouse to execute this contract and purchase those materials through The Museum's partner school on a cash basis.

3. Compensation:

The Board will compensate The Museum in the amount of eleven thousand dollars (\$11,000) within 30 days of board approval of this contract.

4. Term of the Contract:

This contract shall be in effect from August 1, 2009, to June 30, 2010.

5. Modification:

This contract may be modified or amended only by written instrument signed by both parties.

6. Non-Waiver:

The failure of either party to this contract to insist on strict performance of any covenant or condition in it shall not constitute a waiver of the performance of that covenant or condition in the future.

7. Effect on Successors:

This contract shall bind and inure to the benefit of the parties' successors and assigns.

8. Governing Law:

This contract and the terms and provisions of it shall be governed by and construed in accordance with the laws of the State of Florida.

CONTRACT

Between

The School Board of Escambia County, Florida
and
The Pensacola Museum of Art, Inc.

IN WITNESS WHEREOF, said parties have entered into this contract on the _____ day
of July, 2009, to become effective August 1, 2009, through June 30, 2010.

The School Board of Escambia County, Florida


By:

Patricia Hightower, Chair

Attest:

Malcolm Thomas, Superintendent

APPROVED AS TO FORM


JUL 8 2009
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

The Pensacola Museum of Art, Inc.

By:

Sonya Davis, Executive Director

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing Contract to the contrary notwithstanding, each Signer thereof (other than the School BOARD, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION CONTRACT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this Contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this Contract. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this Contract and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$500,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this Contract. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

2. If this Contract involves construction to be performed by the Signer, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000 and the Signer shall also maintain, keep in full force and effect during the term of this Contract and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$500,000 according to the same terms, provisions, conditions and requirements described in paragraph B1 of this addendum. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.

3. If this Contract involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this Contract and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:

Kevin Windham, CFE, Director
Risk Management
Escambia School District
215 West Garden Street
Pensacola, FL 32502

Initials of each Signer:

7/2/03