

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SCHOOL BOARD OF SARASOTA COUNTY  
(a/k/a SARASOTA COUNTY PUBLIC SCHOOLS)  
AND  
JUNIOR ACHIEVEMENT OF TAMPA BAY, INC.**

This Memorandum of Agreement (“**MOA**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the School Board of Sarasota County (a/k/a Sarasota County Public Schools), 1960 Landings Boulevard, Sarasota, FL 34231, a public body hereinafter referred to as the “**SCPS**,” and Junior Achievement of Tampa Bay, Inc., hereinafter referred to as “**JATB**”.

WHEREAS, JATB is interested in launching JA BizTown Mobile, hereinafter referred to as “Project”, concepts in Sarasota County Florida; and

WHEREAS, SCPS has expressed interest in partnering with JATB to bring this concept to Sarasota County students in the 2019-2020 school year; and

WHEREAS, JATB and SCPS desire to enter into this Memorandum of Agreement to memorialize their understanding and commitments to one another with respect to the Project;

NOW, THEREFORE, in consideration of their mutual and respective interests in the mission of JATB and the Project, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, JATB and SCPS hereby affirm their understanding and agreement as follows:

**Article I  
Responsibilities of the Parties**

In order to successfully implement the aforementioned concept, the parties individually agree to assume the following responsibilities:

1. Responsibilities of SCPS

- a. **Curriculum Implementation:** SCPS will present the JA BizTown curriculum in the classroom before students visit the center for their JA BizTown Mobile experience. SCPS shall use reasonable efforts to ensure that all students are taught at a minimum, 12 hours of classroom curriculum by classroom teacher(s) before the JA BizTown Mobile experience. Additionally, students shall receive one hour of teaching, after the visit, to reflect on the JA BizTown

Mobile experience. The JA BizTown Mobile experience shall be a day-long, offsite educational simulation lasting 4-5 hours. Students will be expected to exercise the skills learned within the classroom at the JA BizTown Mobile experience. JATB highly recommends the implementation of the additional eight extended learning activities but does not require implementation.

- b. **Bus Transportation:** Funding for bus transportation to and from the center site will be provided by the schools or school district(s).

## 2. Responsibilities of JATB

- c. **Operations:** Junior Achievement will be responsible for operating JA BizTown Mobile on-site simulation.
- d. **Curriculum:** The Junior Achievement curricula shall align with the Florida Performance Standards in the areas of Mathematics, Language Arts, and Social Studies.
- e. **Corporate Partners:** JATB will be responsible for securing corporate sponsors/partners for JA BizTown Mobile concepts. JATB will have the right to set the sponsorship pricing and packages to ensure financial sustainability of the Project for the long-term.

## **Article II Period of the MOA**

The MOA shall become effective on the date listed above and shall be in force for five academic years unless earlier terminated as provided herein. This MOA may be extended by mutual written agreement of the parties.

## **Article III Compensation**

SCPS agrees to pay a \$10.00 per student fee that will offset the cost of curricula materials and student materials used on the day of the JA BizTown Mobile experience. The parties agree that the number and identity of students attending the JA BizTown Mobile experience shall be at the sole discretion of the SCPS.

JATB agrees to return to the SCPS any overpayments. Such funds should be considered SCPS funds and shall be refunded to SCPS within 45 days following the time the overpayment is discovered, unless otherwise authorized by SCPS in writing.

JATB shall provide documentation in detail sufficient for a proper invoice evaluation and pre- and post-audit thereof. Additionally, JATB shall make supporting documentation for

such invoices available upon request.

#### **Article IV Termination of the Program**

This MOA may be terminated by either party without cause upon, at least, 120 days' notice, unless a lesser time is mutually agreed upon by both parties. Either party may terminate this Agreement with cause (breach of agreement), at any time upon the breaching parties receipt of notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

#### **Article V Record Keeping Requirements**

JATB will keep adequate records and supporting documentation regarding this contracted matter. Furthermore, JATB shall make available to SCPS's authorized representative, as allowed by law, all records for audit or inspection purposes. Said records and documentation shall be retained by JATB for a minimum of five (5) years from the date of termination of this MOA.

JATB shall comply with Florida's Public Records Law including:

- a) keeping and maintaining public records that ordinarily and necessarily would be required by SCPS in order to perform the service;
- b) providing the public with access to public records on the same terms and conditions that SCPS would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) meeting all requirements for retaining public records and transfer, at no cost, to SCPS all public records in possession of JATB upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SCPS in a format that is compatible with the information technology systems of SCPS.

**IF JATB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, [publicrecordrequest@sarasotacountyschools.net](mailto:publicrecordrequest@sarasotacountyschools.net), THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.**

**Article VI  
Statement of Assurance**

During the performance of this MOA, JATB herein assures SCPS that it is in compliance with Title VII of the 1964 Civil Right Act, as amended, and the Florida Human Rights Act of 1977, in that JATB does not discriminate on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status or in any form or manner with regard to the its employees or applicants for employment. JATB understands and agrees that this MOA is conditioned upon the veracity of this Statement of Assurance. Furthermore, JATB herein assures SCPS it will comply with Title VI of the Civil Rights Act of 1964 when federal grant funds are involved in the provision of services required hereunder. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam era veterans and disabled veterans within its protective range of applicability.

**Article VII  
Indemnification Requirements**

JATB agrees to indemnify and hold harmless SCPS for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of JATB and its agents, subcontractors, and employees, in the course of the operation of this contract. Further, JATB agrees to defend the SCPS, upon receiving timely written notification from SCPS, against all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of JATB and its agents, subcontractors, and employees, in the course of the operation of this contract. Where SCPS and JATB commit joint negligent and intentional acts, SCPS shall not be liable for, nor have any obligation to defend JATB with respect to the part of the joint negligent or intentional act committed by JATB. In no event shall SCPS be liable for or have any obligation to defend against such claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the sole negligent or intentional acts of JATB. Nothing herein shall be interpreted to expand or enlarge the scope of the waiver of sovereign immunity for state agencies as provided in Florida Statutes 768.28, Florida Statutes. This paragraph shall survive termination of this MOA.

**Article VIII  
Severability**

If any part of this MOA is found invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this MOA if the rights and obligations of the parties hereto contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

**Article IX  
Language and Form**

The form, or any of the language contained in this MOA, shall not be interpreted or construed in favor of or against either party hereto as the drafter thereof.

**Article X  
Confidentiality**

JATB will keep all records confidential to the extent required or allowed by applicable law. Any information received by JATB in the performance of this MOA from SCPS, or from any employee, student, parent, or guardian participating in the Program will not be shared or otherwise disseminated except as allowed or required by law. Nothing herein will in any way limit or otherwise affect JATB's obligations to maintain and allow access to public

records as defined and required by applicable law. Neither party may use the name of the other party or any employee of that party in any publicity, advertising or new release without the prior written approval of an authorized representative of the affected party.

### **Article XI Notice**

All written notices required or allowed by this Memorandum of Agreement shall be delivered at the following addresses:

SCPS: Dr. Todd Bowden  
Superintendent  
1960 Landings Boulevard  
Sarasota, FL 34231

JATB: Richard George  
President  
13707 N 22<sup>nd</sup> Street  
Tampa, FL 33613

Notice shall be deemed to have been given upon (a) receipt by recipient if personally delivered; or (b) one day after delivery to a recognized overnight courier delivery service such as Federal Express or United Parcel Service.

### **Article XII Notification Requirements**

Both parties hereto agree to give all notices and comply with all laws, ordinances, rules and regulations applicable to the provision of the supportive services required herein. If either party observes that any of the provisions of this MOA are at variance therewith, said party will give the affected party prompt written notice thereof. Any necessary changes to the provisions contained herein shall be adjusted by an appropriate modification hereto.

### **Article XIII Modification**

This MOA may be amended or modified by a written instrument executed by the duly authorized representatives of the parties' hereto. Similarly, no agreement that affects the provisions of this MOA shall be valid unless made in writing and executed by JATB and SCPS.

The foregoing, including any attachments hereto, constitutes the entire agreement, between the parties with respect to the subject matter contained therein.

**Article XIV  
Choice of Law/Venue**

The parties agree that this MOA shall be governed by the law of the State of Florida. The sole and exclusive jurisdiction for any action brought pursuant to this MOA shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

**IN WITNESS WHEREOF**, SCPS and JATB executed this MOA as of the date first above written.

**ATTEST: School Board of Sarasota County (a/k/a Sarasota County Public Schools)**

BY: Jane Goodwin  
Chair

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SCPS signature

Date Signed: \_\_\_\_\_

Approved for Legal Content  
January 11, 2019, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH

**ATTEST: Junior Achievement of Tampa Bay, Inc.**

BY: Richard George  
President

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JA signature

Date Signed: \_\_\_\_\_