

CONTRACT

This Agreement is made and entered into this _____ day of _____, 20____, by and between Junior Achievement of Oklahoma, Inc., an Oklahoma non-profit corporation ("Junior Achievement") and The Independent School District No. _____ of _____ County, Oklahoma a/k/a _____ Public Schools (the "District"), for the purpose of securing certain services to be provided by Junior Achievement for the 2021-2022 academic school year.

RECITALS:

WHEREAS, Junior Achievement is the owner and operator of a Junior Achievement Facility used for interactive instructional programs (including, but not limited to "JA BizTown®"); and

WHEREAS, Junior Achievement provides, at the Junior Achievement Facility, a hands-on learning environment designed to supplement and reinforce student curriculum correlated to the Oklahoma State Standards and Common Core through the use of technology and real-life application in Junior Achievement's "JA BizTown Program"; and

WHEREAS, Junior Achievement has agreed to provide the District with access to the JA Tulsa Facility and to the JA BizTown Program on the terms and conditions set forth herein.

NOW, THEREFORE, Junior Achievement and the District agree as follows:

1. Junior Achievement agrees to enroll _____ of the District's _____ (grade options for curriculum delivery 4-5-6) grade students in the JA BizTown Program. In addition, Junior Achievement agrees to provide the following services and materials in support of the JA BizTown Program:
 - Technical assistance and training for teachers and staff of the District, including curriculum and program materials and such other materials and assistance as are necessary for the implementation of the JA BizTown Program in the District's curriculum.
 - On-line training & onsite training of parent/community volunteers.
 - On-site training of teachers at the Junior Achievement Facility.
 - Support and program assistance at the Junior Achievement Facility for each school group participating in the JA BizTown Program.
 - All necessary materials for implementation of the JA BizTown Program as a part of the District's in-school curriculum and on-site participation.
2. Junior Achievement will provide the JA BizTown Program in a safe and appropriate facility that supports and fosters learning. This facility is located at 3947 South 103rd East Avenue, Tulsa, Oklahoma.
 - If for any reason (ie: inclement weather, school district decision to cancel school day, or an Act of God) students are not able to attend the on-site portion of the JA BizTown Program as scheduled, Junior Achievement will make every attempt to reschedule with the District. If no arrangements can be made for the on-site portion of the JA BizTown Program, Junior Achievement will refund 25% of the student fees for those students who are unable to be rescheduled. Twenty-five percent of the student fee represents that portion of the on-site visit.

Seventy-five percent of the student fee represents program pieces that occur prior to or are delivered in the classroom to participating students.

3. The District will pay Junior Achievement Thirty Dollars (\$30.00) for each of the District's students who enroll in the JA BizTown Program, including the experiential learning on-site portion of the Program, not to exceed a maximum of _____ Dollars (\$_____) for the 2021-2022 year. Enrollment is based on the number of student curriculum given to each school in the District.
 - Payment is due within **30 days** of receipt of JA BizTown student materials.
 - Registration of students who will participate in the JA BizTown Program will be delivered to Junior Achievement at the beginning of each semester.
 - By accepting the District's registration and payment, Junior Achievement agrees to provide the JA BizTown Program (both curriculum and on-site experience) to each enrolled student.
4. In addition to the fee for enrollment, the District agrees to provide the following personnel and/or support for its students participating in the JA BizTown Program:
 - The District will provide a coordinator for each school who will act as liaison and will assist Junior Achievement and individual teachers and students in their participation in the JA BizTown Program.
 - The District will require participating teachers to attend a JA BizTown training session and assume the responsibility for providing any necessary substitute teachers with notification to Junior Achievement of staff changes pertaining to the JA BizTown Program curriculum.
 - Use the JA BizTown Program curriculum and materials with the understanding that they are the sole property of Junior Achievement and may not be shared, given away, copied or in any way distributed to or used by any party other than those set forth in this contract.
 - The District will provide transportation to and from the Junior Achievement Facility for all enrolled students.
 - On the day of the site visit, the District will provide at least 14 (and a maximum of 18-20) Junior Achievement trained volunteers for students participating in the JA BizTown Program to facilitate the individual JA BizTown businesses and assist with the day's activities.
 - The District will implement the JA BizTown Program into its curriculum so that students are prepared to participate in advance of their attendance at the Junior Achievement Facility. If the students have not been adequately prepared prior to their visit to the on-site facility they will not receive maximum learning benefit of the program.
 - The District will obtain and maintain a parental consent form and a photo release form for each participating JA BizTown Program student with notification to Junior Achievement staff. Students may be present during Junior Achievement media opportunities. Junior Achievement will notify the school of any scheduled media visits.
 - The District will schedule individual classes from participating schools through coordination with Junior Achievement and JA BizTown Program staff. There is a maximum of 114 students who can participate on any given JABT day. Allowance for additional students must be discussed with the JA BizTown Manager.

- The District will provide or make arrangements for student lunches for each student enrolled in the JA BizTown Program.
5. Junior Achievement agrees that it will maintain student privacy and confidentiality, as required by state and federal law and implementing regulations.
 6. Junior Achievement agrees to and shall defend, indemnify and hold the District, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages that are directly caused by or directly result from the gross negligence or willful misconduct of Junior Achievement, its officers, agents, employees or contractors.
 7. Junior Achievement agrees that, prior to entering into this Agreement, Junior Achievement has obtained a commercial general liability insurance policy insuring Junior Achievement in an amount not less than \$125,000 for personal injury to or the death of any individual, and \$1,000,000 in the aggregate for personal injury or death. Junior Achievement must maintain such insurance policy at all times while this Agreement is in effect. Junior Achievement agrees to furnish the District, upon request, with a copy of its current insurance policies, together with assurance that, if its insurance policies are cancelled during the term of this Agreement, Junior Achievement must immediately notify the District.
 8. This Agreement may only be amended or modified in writing, executed by both parties.
 9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

Dated this _____ day of _____, 20_____.

Junior Achievement of Oklahoma, Inc.

The Independent School District No. _____ of
 _____ County, Oklahoma,
 a/k/a _____ Public Schools

By: Shannan Beeler
 Shannan Beeler, President

By: _____
 Superintendent or Board Chair



"Empowering young people to own their economic success"