



Memorandum of Understanding
by and between
STEM Origins Foundation and the
School Board of Bay County, Florida



This Memorandum of Understanding ("MOU") is effective as of date of signature below, and sets forth the agreement between STEM Origins Foundation, Inc., a Florida not-for-profit corporation ("STEM Origins") and The School Board of Bay County, Florida, doing business as "Bay District Schools" ("District"). At times herein, STEM Origins and District are referred to each as a "Party" and collectively referred to as "the Parties."

WHEREAS, the STEM Origins Foundation is a 501(c)(3) nonprofit organization located in Bay County Florida whose mission is to support local education in science, technology, engineering and mathematics (STEM) with projects that inspire students and teachers at every level of the academic ladder from Kindergarten through College; and

WHEREAS, the STEM Origins' programs provide scholarship and work-based learning opportunities to students attending District schools, enhanced hands-on experiences, classroom equipment and direct access to STEM professionals through in-class visits, virtual presentations, as well as coaching on innovation, invention and long-term goals; and

WHEREAS, STEM Origins seeks to support teachers with grants for career and professional development as well as innovation experiments and pilots in the classroom which expand or enhance the STEM learning experience for students.

NOW THEREFORE, the Parties agree as follows:

1. Purpose

By entering into this agreement, the Parties intend to provide additional support for teachers and students in STEM subjects on every level of the academic ladder from Kindergarten through college through the work of STEM Origins' collection of volunteer STEM professionals.

The Parties will adequately protect student, parent, teacher, and/or District staff data and comply with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Term and Termination

- A. This MOU is effective as of the date first set forth above and renews annually until terminated.
- B. Either Party may terminate or amend this MOU at any time without cause, provided that written notice is given to the other Party at least 30 days in advance.
- C. The termination or expiration of this MOU shall not affect the rights or obligations regarding confidentiality or the retention, storage, or destruction of Data, as set forth

herein. Such rights and obligations shall survive the term of this MOU.

3. **Project Activities**

Project activities to be undertaken by STEM Origins include:

- A. Funding the purchase of STEM equipment for District classroom use as well as Bay Base facilities.
- B. Funding innovation experiments and pilots in classrooms and Bay Base sites, which expand or enhance the STEM learning experience for students.
- C. Funding student scholarships to summer STEM Camps and hands-on STEM field experiences.
- D. Funding college scholarships for District graduates.
- E. Recognizing a STEM student of the month each month during the school year.
- F. Providing STEM professionals to serve as mentors and coaches for District STEM students, as well as judges and support teams for STEM events, as requested by the District.
- G. Funding and facilitating the professional development of District STEM teachers.
- H. Providing STEM achievement awards to students and teachers.
- I. Forging strategic partnerships with industry, government and nonprofit organizations to increase the impact and benefit of STEM Origins' activities in support of District STEM education.
- J. Actively seeking grant funding from federal, state, and local governments, as well as other corporate, public and private sources, to increase the impact and benefit of STEM Origins' activities in support of District STEM education.
- K. Collecting student/teacher data as necessary to evaluate the effectiveness & utility of innovation experiments and pilots in the classroom and Bay Base sites, as well as the impact & value of STEM equipment.

- 4. **Student Records:** Pursuant to this MOU, STEM Origins may receive from the School Board records that are exempt from public release, including but not limited to, personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act (FERPA) as well as under Sections 1002.22 and 1002.221, Florida Statutes. Records will be provided only through prior written consent to disclosure or ad Directory Information, to the extent such disclosure is permitted by School Board policy and applicable law. STEM Origins acknowledges and agrees that it may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the prior written consent of the School Board. STEM Origins shall not allow anyone to obtain access to personally identifiable information from education records, or other exempt records, except in strict accordance with the requirements, if any, established by the School Board in writing. This provision shall survive the termination of or completion of all performance or obligations under this MOU and shall be fully binding upon STEM Origins until any proceeding

brought on account of this covenant is barred by any applicable statute of limitations.

5. STEM Origins' Responsibilities

- A. STEM Origins will provide funding to the District, as resources permit, to fund the activities listed in Section 3.
- B. STEM Origins will provide STEM professionals to serve as volunteers for in-class panels, coaches and mentors, judges and event support teams, to the extent requested by the District.
- C. STEM Origins will actively seek donor funding, to include grants, in order to support the activities listed in Section 3.
- D. Training Compliance. STEM Origins certifies that any training that STEM Origins or its affiliates provide will be fully compliant with Chapter 2022-72, Laws of Florida. STEM Origins agrees that any employee or agent who delivers training to the School Board's employees must sign the Guest Speaker Form (Exhibit ____). STEM Origins agrees to be bound by its terms and will fully indemnify the School Board against any violation of that agreement.
- E. Level II Background Screening. STEM Origins represents and warrants to the School Board that STEM Origins has read and is familiar with Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 regarding background investigations. Any personnel who are employed by or volunteering on behalf of (including mentors and coaches) STEM Origins who (a) are permitted access on school grounds when students are present, (b) have direct contact with students, or (c) have access to or control of school funds shall successfully complete background screenings prior to beginning work. STEM Origins's personnel are required to complete the fingerprinting and background screening through the School Board's Safety and Security Department prior to entering campus. STEM Origins agrees to indemnify and hold harmless the School Board, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from STEM Origins's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.321, 1012.465, 1012.467 and 1012.468.
- F. STEM Origins will designate a liaison to facilitate communications between STEM Origins and the District for coordinating the activities necessary to carry out this MOU. STEM Origins' contact person for this project is:

Mark Bradshaw, President
STEM Origins Foundation
8705 Sandbar Lane
Panama City Beach, FL 32407
mark.bradshaw@stemorigins.org

6. District Responsibilities:

- A. The District may authorize STEM Origins to collaborate with the District grant writing team of experts to solicit grant funding for STEM investments and initiatives.
- B. The District will authorize STEM Origins to use the District's existing relationship with Premium Outdoor Advertising through the District Communications Department for the purpose of public recognition of students, teachers and specific initiatives, under the oversight of the District.

- C. The District shall designate a liaison to facilitate communications between District and STEM Origins for coordinating the activities necessary to carry out this MOU. District's contact person for this project is:

Jonathon Moore – CTE Supervisor
Bay District Schools
1311 Balboa Ave
Panama City, FL 32401
moorej1@bay.k12.fl.us
850-767-4356

7. General Provisions:

- A. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida, without regard to conflict of law principles.
- B. Amendments. This MOU may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both Parties.
- C. Assignment. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- D. Severability. The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provisions hereof.
- E. Indemnification. The School Board of Bay County, Florida agrees to indemnify STEM Origins to the extent and only to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any School Board officer or employee in performance of this agreement who is acting within the scope of the officer or employee's office or employment under circumstances in which the School Board, if a private person, would be liable to the claimant. Further, the School Board does not waive any defense of sovereign immunity or consent to be sued by a third party. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat.

STEM Origins for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for and from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by STEM Origins, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed upon STEM Origins by this Agreement and any covenant or provision hereof, including but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon School Board, or payment of any and all costs, damages, judgments, claims bills, or losses incurred by or imposed upon the School Board, including attorneys' fees. STEM Origins shall immediately give the School Board written notice of any and all claims asserted against STEM Origins and the School Board. The School Board shall have the right, but not the obligation, to participate in any defense.

- F. Sovereign Immunity. Notwithstanding any other term of this Agreement, the School Board intends to avail itself of the benefits of Section 768.28 and of other statutes and common law

governing sovereign immunity. In no event will the School Board's liability exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

- G. Insurance. STEM Origins shall maintain, throughout the term of this Agreement and any renewals:
1. General liability insurance in an amount of not less than \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate covering its activities pursuant to this Agreement. The policy shall be obtained from a liability insurance carrier rated A or higher, under a policy approved for use in the State of Florida. The policy shall contain an evidence/endorsement providing physical and sexual abuse and molestation coverage. STEM Origins shall provide the School Board with a Certificate of Insurance naming "The School Board of Bay County, Florida, its officers, employees, and agents" as included in an additional insured endorsement to the general liability policy as an additional insured under STEM Origins' policy and unconditionally entitling the School Board to thirty days' notice of cancellation of such policy or any of the coverages provided by such policy.
 2. Workers' compensation insurance requirement is waived pursuant to F.S. 440.02(15)(d)6.
- H. Representations and Warranties. Data is provided on an "AS IS" basis WITHOUT ANY WARRANTY, REPRESENTATION OR UNDERTAKING WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR FREEDOM FROM INFRINGEMENT.
- I. Relationship between the Parties. Nothing in this Agreement shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party, without the prior written consent of the other Party. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize an employment relationship between the parties or a joint venture, partnership, or formal entity of any kind.
- J. Dispute resolution. The Parties shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively "Disputes") arising out of or relating to this Agreement. The Parties shall discuss any such Dispute no later than 30 days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No suit, arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision, except as described herein.

In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be conducted within Bay County Florida, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

Notwithstanding the foregoing, either Party may seek injunctive or provisional relief to protect confidential information at any time.

- K. Notices. All notices permitted or required under this MOU shall be in writing and shall be delivered by electronic mail, or by certified or registered mail, return receipt requested, to each Party's respective contact listed above, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. All notices related to the Data or Educational Records shall be delivered to Mark Bradshaw, at mark.bradshaw@stemorigins.org. Notices of intent to terminate this MOU shall be provided to the applicable contact above.
- L. Negotiation and execution. This MOU has been negotiated by both Parties and shall not be strictly construed against either Party. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

IN WITNESS WHEREOF, the Parties have, by their respective duly authorized representative, executed this MOU as of the day and year first written above.

STEM Origins Foundation

Signed by:
By: Mark Bradshaw
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Name: Mark Bradshaw

Title: President & Chairman,
STEM Origins Foundation

Date: 11/13/2025

The School Board of Bay County, Florida

DocuSigned by:
By: [Signature]
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Name: Dan Fuller

Title: General Manager, Purchasing,
Contracting & Matls Mgmt

Date: 11/12/2025