

AGREEMENT

This agreement is entered into this 20th day of April 2005 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, hereinafter referred to as the "Board" and these two entities: JUNIOR ACHIEVEMENT OF THE PALM BEACHES, INC., which serves school district students from Boynton Beach north; and JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC., which serves school district students from Delray Beach south.

Hereinafter Junior Achievement of the Palm Beaches, Inc. and Junior Achievement of South Florida, Inc. shall be referred to collectively as "Junior Achievement."

This agreement provides for the operation of all Junior Achievement programs in the Board's schools (K-12) throughout Palm Beach County. Terms specified in this agreement are exclusive of obligations identified in current and/or future AGREEMENTS FOR PURCHASE OF PROFESSIONAL OR TECHNICAL SERVICES between the Board and Junior Achievement.

For and in consideration of the mutual covenants herein, the sufficiency of which parties acknowledge, the parties to this agreement agree as follows:

1. Junior Achievement shall – in satisfactory and proper manner as determined by the Board, the two entities and the Junior Achievement Worldwide guidelines – provide the following to the Board:

- a) Reasonable efforts to provide programs to no fewer than 20% of the student population in each franchise area.
- b) Classroom materials for each student to be determined by the grade level, including but not limited to textbooks, study guides, appropriately licensed software, program kits, workbooks, reading books, stickers, certificates, and other materials as approved by the Board.
- c) Volunteer "consultants" to work with students on a weekly basis for as many weeks as the Junior Achievement Program requires.
- d) A high-school student-company checking account through Junior Achievement's corporate banking sponsors where appropriate.
- e) On school site Junior Achievement staff assistance as needed.
- f) Liability insurance coverage of no less than \$1,000,000 per person.

2. The Board, in a timely manner, agrees to provide the following:

- a) Access to classroom teachers for the opportunity to provide programs and work in partnership with Junior Achievement volunteers on a regular basis.
- b) Waiver granted for student-company transactions that are to be handled by each individual Junior Achievement high-school economics class rather than on-site bookkeepers.

3. This contract shall be for the period beginning the 20th day of April 2005 through June 30th 2010.

4. In the Event that any part of this agreement is found to be illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular part, term or provision to be so valid.
5. This agreement shall only be amended or modified in writing by the Board, Junior Achievement of the Palm Beaches and Junior Achievement of South Florida.
6. This agreement shall be governed by and construed in accordance with the laws of the state of Florida, and the venue for any actions hereunder shall be in Palm Beach County, Florida.
7. Except as herein and otherwise expressly provided and covenants and agreements contained herein shall bind and inure the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.
8. The Failure of any party to insist in strict performance of any covenant or conditions herein shall not be construed as a waive of such covenants or conditions in any instance.
9. This agreement is personal to the parties hereto and may not be assigned by Junior Achievement without the prior consent of the board.
10. With regard to regulate Junior Achievement programs each franchise shall retain responsibility for ensuring standards and expectations outlined in Section 1 of this agreement are met within its respective territory.
11. The district shall designate a district employee as facilitator to foster communication, cooperation and coordination among all parties to this agreement with regard to all Junior Achievement initiatives in an effort to promote equity of access for students throughout the district.
12. All parties to this agreement recognize that Junior Achievement of the Palm Beaches and Junior Achievement of South Florida are each governed by franchise agreements with Junior Achievement Worldwide. All parties agree to abide by these franchise agreements provided that nothing in those agreements violates federal, state, or local laws or School Board of Palm Beach County policies.
13. The Board reserves the right to terminate this contract at any time and for any reason, upon giving thirty (30) days notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract.
14. Junior Achievement shall, in addition to any other obligation to indemnify the Palm Beach County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible

property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged omission of Junior Achievement, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by Junior Achievement or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Junior Achievement under workers' compensation acts, disability benefit acts, other employee benefit act or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by Junior Achievement. Junior Achievement recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the school board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this agreement provided that nothing in this agreement violates federal, state, or local laws of School Board of Palm Beach County policies.

AGREEMENT SIGNATURE PAGE

In witness whereof, the parties hereto have caused this agreement to be executed on the day and year above written

For and on behalf of:

Junior Achievement of the Palm Beaches, Inc.

By: _____
Chairman

Attest: _____

Junior Achievement of South Florida

By: _____
Chairman

Attest: _____

School Board of Palm Beach County

By: _____
Chairman

Attest: _____

School Board of Palm Beach County

By: _____
Superintendent

Attest: _____

Approved As To Form
And Legal Sufficiency

 3/8/05