

AGREEMENT

This Agreement dated this 16th day of August, 2007 by and between Junior Achievement of the Palm Beaches, Inc. (JA) and The School Board of Palm Beach County, Florida (BOARD), is for the purpose of securing certain services to be provided by JA for the 2007-2008, 2008-2009, 2009-2010, 2010-2011, and 2011-2012 academic school years.

WHEREAS, JA has agreed to provide BOARD access to and instructional services in a program known as JA BizTown conducted by JA.

NOW THEREFORE, the parties agree as follows:

1. For the 2007-2008 academic school year:
 - a. The BOARD agrees to pay to JA in one installment Two Hundred Sixteen Thousand Dollars (\$216,000) on or before September 15, 2007.
 - b. JA agrees to provide the JA BizTown program to a maximum of 12,000 fifth grade students in accordance with the curriculum and program established by JA and approved by the BOARD including:
 - i. Training of parent volunteers at the JA BizTown facility.
 - ii. Training of teachers at the JA BizTown facility.
 - iii. On-site support of the day of each school's visit.
 - iv. Necessary in-school materials and on-site materials for each class.
 - v. In school support for pre and post JA BizTown curriculum, as needed.
 - vi. A maximum capacity of 175 fifth grade students per day that may be composed of one or more elementary schools.
 - vii. JA shall comply with all current School Board of Palm Beach

County Policies as they relate to JA's performance of its duties under this Agreement. The School Board's policies are located at <http://www.palmbeach.k12.fl.us/or> www.SchoolBoardPolicies.com and are incorporated herein. It shall be JA's responsibility to comply with all School Board Policies as they may be modified from time to time during the term of this Agreement. JA shall abide by all applicable federal, state and local laws.

- viii. JA is subject to all Board obligations relating to compliance with student records and confidentiality laws in JA's performance of duties under this Agreement. By signing this Agreement, JA acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.
- ix. Provider represents and warrants that it shall at all times comply with and ensure that its business volunteers sign the Provider's "Volunteer Conduct Policy of Junior Achievement of Palm Beach, Martin and Hendry Counties," attached hereto as Exhibit "A" and incorporated herein. In addition, Provider shall require its business volunteers to complete the Junior Achievement "Consultant Registration Form," attached hereto as Exhibit "B" and incorporated herein.
- x. JA is, for all purposes arising under this Agreement, an independent contractor. JA and its officers, agents or employees

may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of JA or Board shall be deemed an officer, agent, or employee of the other party. Neither JA nor Board, nor any officer, agent or employee thereof, shall be entitled to any benefits which employees of the other party are entitled, including but not limited to overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

c. The BOARD agrees:

- i. It will provide a single designated coordinator for each school fifth grade who will work with each teacher and class that participates in JA BizTown.
- ii. It will provide transportation to and from JA BizTown for all District students. Liability for safe transportation remains with the BOARD.
- iii. It will provide from each school sufficient parent or other volunteers necessary to staff JA BizTown for the school's visit (one volunteer per shop).
- iv. It will teach the curriculum necessary to train students to run JA BizTown in advance of the students' attendance at JA BizTown.
- v. It is the BOARD's responsibility to obtain and maintain parental consent for each of its participating students in terms of any transportation and participation in the JA BizTown program.

- vi. Scheduling of individual classes will be made by individual school centers with JA.
- vii. Schools wishing to cancel participation must notify JA two months prior to their confirmed date.
- viii. Lunch and/or food while at JA BizTown will be provided by and be the responsibility of each individual student and/or the BOARD.

2. For the 2008-2009 academic school year:

- a. The BOARD agrees to pay to JA in one installment Two Hundred Sixteen Thousand Dollars (\$216,000) on or before September 15, 2008.
- b. JA agrees to provide the JA BizTown program to a maximum of 12,000 fifth grade students in accordance with Paragraph #1b, above.
- c. The BOARD agrees in accordance with Paragraph #1c, above.

3. For the 2009-2010 academic school year:

- a. The BOARD agrees to pay to JA in one (1) installment Two Hundred Sixteen Thousand Dollars (\$216,000) on or before September 15, 2009.
- b. JA agrees to provide the JA BizTown program to a maximum of 12,000 fifth grade students in accordance with Paragraph #1b, above.
- c. The BOARD agrees in accordance with Paragraph #1c, above.

4. For the 2010-2011 academic school year:

- a. The BOARD agrees to pay to JA in one (1) installment Two Hundred Sixteen Thousand Dollars (\$216,000) on or before September

15, 2010.

b. JA agrees to provide the JA BizTown program to a maximum of
12,000 fifth grade students in accordance with Paragraph #1b, above.

c. The BOARD agrees in accordance with Paragraph #1c, above.

5. For the 2011-2012 academic school year:

a. The BOARD agrees to pay to JA in one (1) installment Two Hundred
Sixteen Thousand Dollars (\$216,000) on or before September
15, 2011.

b. JA agrees to provide the JA BizTown program to a maximum of
12,000 fifth grade students in accordance with Paragraph #1b, above.

c. The BOARD agrees in accordance with Paragraph #1c, above.

6. The BOARD agrees that should the BOARD consider it necessary to expand
participation to more students than designated in this Agreement, then the
BOARD shall pay Eighteen Dollars (\$18.00) for each student in excess of the
maximum amount specified in this Agreement.

7. JA will provide an annual report of services rendered to the BOARD by
August 20, 2008, August 30, 2009, August 30, 2010, August 30, 2011, and
August 30, 2012.

8. This Agreement may be renegotiated annually.

9. The BOARD recognizes its liability for certain tortious acts of its agents,
officers, and employees to the extent and limit provided in 768.28, Florida
Statutes, the State of Florida's partial waiver of sovereign immunity;

provided, however, this provision shall not be construed as a waiver of any right of defense that the BOARD may possess and reserves also its rights as against any and all claims that may be brought under this Agreement.

10. In the event that any part, term or provision 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 invalid.

11. Obligations of Board shall cease immediately without penalty or further payment being required if in any fiscal year covered by the Agreement term, the Board fails to appropriate, reappropriate or otherwise make available funds for this Agreement. The Board shall provide written notification to JA within 90 days (or by May 1st of a preceding school year) of any impending change in the status of appropriations which may affect this Agreement of which it has notice.

12. This Agreement shall only be amended or modified in writing executed by both parties.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any actions hereunder shall be in Palm Beach County, Florida.

14. Except as herein and otherwise expressly provided, the covenants, conditions and agreements contained herein shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

15. The failure of either party to insist on strict performance of any covenant, or conditions herein shall not be construed as a waiver of such covenants or conditions in any instance.

16. The Agreement is personal to the parties hereto and may not be assigned by JA without prior written consent of the BOARD.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on day and year above written.

For and on behalf of:

JUNIOR ACHIEVEMENT OF THE
PALM BEACHES, INC.

THE SCHOOL BOARD
OF PALM BEACH
COUNTY, FLORIDA

By: Kathy Foster
President

By: _____
Chairman

Date: 7-12-07
(SEAL)

Date: _____
(SEAL)

Attest: Eusan K. Popper
Date: 7-12-07

Attest: _____
Superintendent
Date: _____

"Reviewed & Approved as to Legal Form and Sufficiency"
[Signature]



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

**Contract/Agreement Addendum
Concerning Student Information**

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated , August 15, 2007
between the school (named below) or The School Board of Palm Beach County, Florida (named below) and vendor partner
(named below).

School or School Board The School Board of Palm Beach County
Vendor or Partner Junior Achievement of the Palm Beaches, Inc. (JA)

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, The School Board of Palm Beach County, Florida (the "School Board") hereby designates [vendor/partner] ("the Party") as an "other school official" for the purpose of receiving limited personally-identifiable student information under section 1002.22(3)(d)2, Florida Statutes, because the School Board recognizes the Party has a legitimate educational interest in receiving this information in order to carry out the Party's responsibilities for the school or School Board under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the Party's duties and/or services under the Contract. The School Board has determined that the Party has a legitimate educational interest in receiving only the following fields of student data, for example: name, grade-level, school attending, etc. (Indicate fields of data requesting below); and
grade level, school attending, Junior Achievement pre-test and post-test scores, and school FCAT scores.
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out the Party's responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information, except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate other school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the minor child's parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the school or the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Legal name of the Party (vendor/partner)

Junior Achievement of the Palm Beaches, Inc. (JA)

Kathy Foster 7-17-07
Signature of person having authority Date
to enter legally binding agreements
on behalf of the Party.

The School

The School Board of Palm Beach County
or The School Board of Palm Beach County, Florida

Signature of person having authority Date
to enter legally binding agreements
on behalf of the School or The School Board of
Palm Beach County, Florida